

**Cuyahoga County Board of Control
November 17, 2014 11:00 A.M.
County Headquarters
2079 East Ninth Street, 4th Floor
Committee Room B**

1. Call to Order
2. Review Minutes
3. Public Comment
4. Tabled Items

5. New Items for Review

Item	Requestor	Description	Board Action
BC2014-276	Department of Public Works	Submitting an amendment (Subsidiary No. 3) to Contract No. CE1200508-01 with Terrace Construction Company, Inc. for improvement of East 105th Street/Martin Luther King Drive Intersection in the City of Cleveland for additional funds in the amount not-to-exceed \$129,016.88. Funding Source: 50% Federal Funds; 42% Ohio Public Works Commissioner; 4% Cuyahoga County; 4% City of Cleveland	<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove <input type="checkbox"/> Hold
BC2014-277	Office of Procurement & Diversity	Recommending an award: <u>Common Pleas Court</u> a) on various requisitions to River City Furniture, LLC dba The RCF Group in the total amount of \$229,111.16 for the purchase of Office furniture for various departments of the Court including waiting areas and offices (State Contract No. 800328): 1) on RQ31357 in the amount of \$9,726.17 2) on RQ31392 in the amount of \$155,177.91 3) on RQ32048 in the amount of \$64,206.98 Funding Source: General Fund	<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove <input type="checkbox"/> Hold
BC2014-278	Office of Procurement & Diversity	Recommending an award: <u>Department of Public Works</u> a) on RQ31158 and enter into a contract with Advance Door Co. (8-3) in the amount not-to-exceed \$300,000.00 for overhead garage door maintenance for various locations for the period 12/1/2014 - 11/30/2017. Funding Source: General Fund	<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove <input type="checkbox"/> Hold
BC2014-	Office of	Recommending an award:	<input checked="" type="checkbox"/> Approve

279	Procurement & Diversity	<u>Department of Public Works</u> a) on RQ31355 and enter into a contract with Warren Roofing & Insulating Co. (7-2) in the amount not-to-exceed \$225,000.00 for roof maintenance services for various County buildings for the period 12/1/2014 - 11/30/2017. Funding Source: General Fund	___ Disapprove ___ Hold
BC2014-280	Department of Health and Human Services/ Community Initiatives Division/ Office of Early Childhood	Submitting amendments to agreements with various providers for Universal Pre-Kindergarten services for the period 8/31/2012 - 7/31/2014 to extend the time period to 7/31/2015 and for additional funds: a) Agreement No. AG1200342-01 with East Cleveland City School District - Prospect Elementary School in the amount not-to-exceed \$16,252.00. b) Agreement No. AG1200343-01 with East Cleveland City School District - Superior Elementary School in the amount not-to-exceed \$64,708.80. Funding Source: Health and Human Services Levy	___ Approve ___ Disapprove ___ Hold

6. Other Business

7. Public Comment

8. Adjourn

Minutes

Cuyahoga County Board of Control
November 10, 2014 11:00 A.M.
County Headquarters
2079 East Ninth Street, 4th Floor
Committee Room B

1. Call to Order

The meeting was called to order at 11:21. In the absence of the Executive and Fiscal Officer, Michael Gallagher motioned to nominate Bonnie Teeuwen to serve as Chair of the meeting. Pernel Jones seconded the motion.

Attending:
Michael Gallagher
Dave Greenspan
Lenora Lockett
Pernel Jones
Bonnie Teeuwen

2. Review Minutes

Bonnie Teeuwen motioned to approve the minutes from the November 3, 2014 Board of Control meeting, as written. Michael Gallagher seconded the motion. The minutes were unanimously approved.

3. Public Comment

There was no public comment.

4. Tabled Items

BC2014-230 Department of Health and Human Services/Office of Re-entry submitting amendments to contracts with various providers for comprehensive case management, direct and referral services for the FY2012 Second Chance Act Adult Offender Reentry Program for the period 10/1/2012 - 9/30/2014:

- a) Contract No. CE1300230-01 with The Centers for Families and Children for a decrease in the amount of (\$38,693.30).
- b) Contract No. CE1300232-01 with Community Re-entry, Inc. for additional funds in the amount of \$41,562.09 \$56,511.37.

Funding Source: U.S. Dept. of Justice Grant Funds

Rick Werner, Director of Health and Human Services, presented. Bonnie Teeuwen motioned to approve; Pernel Jones seconded the motion. Item BC2014-230 was unanimously approved.

BC2014-270 Sheriff's Department submitting an amendment to Contract No. CE1300453 with Cleveland Rape Crisis Center for coordinator services for the development and implementation of a prison rape elimination training program in connection with the Prison Rape Elimination Act (PREA) grant program for the period 10/1/2013 - 09/30/2014 to extend the time period to 3/31/2015 and for additional funds in the amount of \$57,500.00. Funding Source: Prison Rape Elimination Act (PREA) grant Funds

Laura Simms, Sheriff's Department, presented. Dave Greenspan asked for clarification on the need for the additional funds, and the manner in which they will be used. Bonnie Teeuwen asked if the project is being implemented in response to a federal requirement. Bonnie Teeuwen motioned to approve the item; Pernel Jones seconded. Item BC2014-230 was unanimously approved.

5. New Items for Review

BC2014-275 Department of Public Safety and Justice Services/Public Safety Grants submitting an agreement with City of Cleveland in the amount not-to-exceed \$221,074.20 for reimbursement of eligible expenses in connection with the FY2013 State Homeland Security Grant Program for the period 9/1/2013 - 4/15/2015. Funding Source: State Homeland Security Grant funds

Felicia Harrison, Department of Public Safety, presented. Bonnie Teeuwen motioned to approve the item; Pernel Jones seconded. Item BC2014-275 was unanimously approved.

9. Other Business

No other business was presented.

10. Public Comment

There was no further public comment.

11. Adjourn

Bonnie Teeuwen motioned to adjourn; Michael Gallagher seconded. The motion to adjourn was unanimously approved.

4. Tabled Items

5. New Items for Review

BC2014-276

A. Summary of Scope

1. Department of Public Works is submitting an amended agreement (Subsidiary No. 3) to Contract CE1200508 with Terrace Construction Company, Inc. for improvement of East 105th Street/Martin Luther King Drive Intersection in the City of Cleveland for an amount not-to-exceed \$129,016.88.

This project is staffed with following employees of the Department of Public Works:

Michael Tworzydlo, P.E., Area Construction Engineer
Patrick Lynch, Project Supervisor
Chris Nader, Project Inspector

The engineer's estimate was \$7,210,946.75.

Original Contract Amount:	\$6,957,014.80
Amendment No. 1:	\$56,125.62
Amendment No. 2:	\$121,570.72
Amendment No. 3:	\$129,016.88 (Pending)
Rev. Contract Amount:	\$7,263,728.02

The primary goal is to complete construction as per plans and specifications.

B. Procurement

1. Competitive Bid Process (original contract). The "Justification for other than Full and Open Competition" for this amendment was submitted.

C. Contractor and Project Information

1. Contractor: Terrace Construction Company, Inc., 3965 Pearl Road, Cleveland, Ohio 44109, (Council District 7). Project Location: Cleveland (Council District 7).

D. Project Status and Planning

1. Project is under construction and progressing as per schedule. The increased/decreased items on this amendment were existing plan items and were needed in order to perform the plan intent. The new items of work were needed to meet existing field conditions (see attached "Justification" for a detailed explanation of necessity).

E. Funding

1. 50% Federal Funds, 42% Ohio Public Works Commissioner, 4% Cuyahoga County, 4% City of Cleveland.

BC2014-277

A. Scope of Work Summary

1. The Office of Procurement & Diversity is recommending an award to River City Furniture dba The RCF Group under State of Ohio Contract Index # STS714, Contract #800328 expiration 11/30/2018 in the total amount of \$229,111.16 for the purchase of work stations and office furniture for the Common Pleas Court and various departments of the Court on:

RQ31357 - \$9,726.17

RQ31392 - \$155,177.91

RQ32048 - \$64,206.98

2. The primary goals of this purchase is have the chairs, tables and work stations spanning over many different departments and locations throughout the court coordinated to compliment existing furniture without having to replace all the furniture throughout the court.

3. Complimenting the existing furniture will allow for future movement of the furniture throughout the Court as needed.

B. Procurement

1. The procurement method for this purchase was a State Contract/RFP Exemption approved by CPB2014-766 on October 14, 2014 under State of Ohio Contract Index # STS714, Contract #800328, expiration 11/30/2018.

2. The estimated dollar amount of this purchase was \$229,111.16.

C. Contractor and Project Information

River City Furniture dba The RFC Group

(216) 781-8205

1213 Prospect Avenue

Cleveland, Ohio 44115

2. The Principal Owner of the Company is: Carl Satterwhite, President and Bryan Lindholz, Vice President

D. Project Status and Planning

1. This purchase is a new purchase.

E. Funding

1. The project is funded 100% by the General Fund.

2. Schedule of payments will be by invoice upon delivery and acceptance of the merchandise by the County under the terms of the purchase order.

BC2014-278

A. Scope of Work Summary

1. The Office of Procurement & Diversity is Recommending an Award and Submission of Contract on RQ31158 to Advance Door Co. for the Department of Public Works for Overhead Door/Gate Maintenance for various locations in the amount not-to-exceed \$300,000.00 (includes a contingency fund for supplies that may or may not be needed during the contract term) for the period December 1, 2014 through November 30, 2017. The County has the option to terminate said contract with a thirty (30) day notice at any time during the contract period. The County reserved the right to add and/or delete facilities/doors/gates at any time during the length of the contract.

2. The recommended vendor will provide preventative maintenance/inspection, repair, including emergency services outside the scope of these specifications for the interior/exterior overhead doors and gates for various County Buildings as follows: Virgil E. Brown, Court House, Juvenile Justice Center, Public Works, Public Works Bridge Garage, Public Works Animal Shelter, Public Works York Yard, Public Works Sanitary Engineer, Public Works Brookpark Yard, Board Of Elections, Jane Edna Hunter Bldg., Metzenbaum Childrens Center, Huntington Park Garage, Justice Center, Justice Center Jail I And Justice Center Jail II.

3. Services will also include one inspection every six months on the following items for:

Overhead doors:

- a) Clean doors, photoelectric sensors and associated hardware
- b) Lubricate
- c) Adjust
- d) Balance
- e) Align
- f) Checking all seals and weather-stripping
- g) Service repair and/or replace any motorized openers and photoelectric sensors
- h) Service, repair and/or replace any motors, mechanical controls and provide openers as requested by owner
- i) Inspect cable for frays or kinks
- j) Inspect track mounting brackets for tightness
- k) Check lock for proper operation
- l) Inspect the condition of all panels
- m) Check the lift spring tension
- n) Any other service that may be required to keep the overhead doors in good working order

Gates:

- a) Clean gates, photoelectric sensors and associated hardware
- b) Lubricate
- c) Adjust
- d) Balance
- e) Align
- f) Service, repair and/or replace any motors, mechanical controls and provide openers as requested by owner
- g) Inspect, service, repair and/or replace cables, chains, rollers, photoelectric sensors, limit switches, etc.
- h) Inspect track mounting brackets for tightness
- i) Check lock for proper operation
- j) Inspect the condition of all gates

k) Any other service that may be required to keep the gates in good working order.

4. Vendor will perform at a minimum the following work to be in compliance with the terms of the contract:

a) All service calls dates and times under this contract shall be determined by an authorized employee of Cuyahoga County Public Works. All services will be scheduled during normal business hours (between 8:00 A.M. - 4:00 P.M., Monday – Friday), with no service calls on Saturdays, Sundays or Legal holidays, unless otherwise specified.

b) All service calls must be accompanied with a duly executed service slip indicating the exact service performed.

c) Emergency services may or may not be needed and shall be determined by an authorized employee of Cuyahoga County Public Works. Emergency services must be made within one (1) hour of the telephone order.

d) Vendor agrees to stock an adequate amount of spare parts and equipment so that service can be accomplished with limited delay or down-time. Should the service personnel find it necessary to remove equipment from the system for shop and/or factory repair, vendor agrees to make every effort to replace the defective unit or part with a loaner unit for the length of repair. This loaner will be provided without additional charges other than the routine or emergency service call charges if applicable.

e) It shall be the responsibility of the Vendor to inform the County, when, in the opinion of the Vendor, a reconditioning, rebuilding, replacement or overhaul is necessary. Vendor is required to submit to the County a written cost estimate for this work. When authorized by the County, such work will be performed in addition to the annual maintenance charge.

f) Quotations shall include all delivery and fuel surcharges. No supplementary charges will be permitted.

B. Procurement

1. The procurement method for this purchase was a formal competitive bid. The total value of the RFB was in the amount not-to-exceed \$300,000.00, and includes a contingency fund for the three (3) year contract period.

2. The bid closed on September 25, 2014.

3. Eight (8) bids were pulled from OPD and three (3) bids were submitted and Advance Door Co. is being recommended for the award based on being the lowest responsive bid not being more than the SBE price preference.

4. There was a 10% SBE goal participation assessed. Advance Door met 7.2% of the set goal.

C. Contractor and Project Information

1. Advance Door Co.

4555 Willow Parkway

Cuyahoga Hts. OH 44125

2. The owner is William Giordano Robert Palmer (216) 883-2424

D. Project Status and Planning

1. The project is needed to maintain the doors and gates in good operating order for the safety and security of employees, inmates and the public.

2. The resulting contract will be for the period of December 1, 2014 through November 30, 2017.

Related contract documents are due 14 days after the recommendation of award.

3. A performance bond is required for this item.

4. This is a bid utilizing the pilot project with contract being submitted at time of bid closing.

E. Funding

1. The contract is funded 100% by General Fund (CT577411)
2. Schedule of payments will be paid for by releases against the contract in accordance with the terms of the contract.

BC2014-279

A. Scope of Work Summary

1. The Office of Procurement & Diversity is Recommending an Award and Submission of Contract on RQ31355 to Warren Roofing & Insulating Co. for the Department of Public Works for Roof Maintenance Services for Various County Buildings in the amount not-to-exceed \$225,000.00 for the period December 1, 2014 through November 30, 2017. The County has the option to terminate said contract with a thirty (30) day notice at any time during the contract period. The County reserved the right to add and/or delete buildings at any time during the length of the contract.

The various County buildings that will be serviced under this contractor are:

- a) Airport – Hangars, T-Hangars, Safety/Services Building, TRW
- b) Animal Shelter/Kennel
- c) Archives – Rhodes House and Sanford House (Storage)
- d) Board of Elections
- e) Bridge Garage
- f) Brookpark Road Yard Building and Garage
- g) Clement Center
- h) Coroner Building and Garage
- i) County Courthouse
- j) Courthouse Square
- k) Fitch Yard
- l) Huntington Park Garage – Stair Towers and Plaza Deck
- m) Jane Edna Hunter and Men’s Shelter
- n) Metzenbaum
- o) Public Works Maintenance and Sanitary Engineers Facility
- p) Soldiers and Sailors
- q) Virgil Brown
- r) Whitlatch
- s) York Road Yard
- t) Justice Center Facility (Courts Tower, Jail I, Jail II and Galleria)
- u) Juvenile Court Facility (Activities, Annex, Court’s, Residence, Court Services, Juvenile Justice Center Buildings)

2. The recommended vendor is a qualified contractor and has the necessary in-house work force, specialty sub-contractors and is sufficient in size to perform all labor to complete the roof maintenance services in a timely manner, and provide all materials and equipment as outlined in the bidding documents.

3. The contractor shall be responsible for cleanliness of the site, and all construction debris removal pertaining to the assigned work. The contractor shall accommodate the continuous operation of all facilities. All work to be in complete accordance with sound construction practices. Minimum requirements include all applicable rules and regulations of the State of Ohio, and all other authority

having jurisdiction.

4. Services also include:

a. Annual inspection of the buildings roofs as follows:

- i. Walk all roof perimeters;
- ii. Visual Inspection of the entire roof in three-foot increments;
- iii. Visual inspection of all the roof penetrations;
- iv. A cursory moisture survey (*i.e. Tramex moisture meter*);
- v. Mark suggested and/or required roof repairs on drawing;
- vi. Provide Cuyahoga County with a report, within 10 days of completion of inspection of the roofs. The report shall contain a brief explanation of existing conditions, observations, conclusions, recommendations; method of repairs; roof plan identifying roof repairs by number; photograph of repairs; notification of any uncovered critical masonry repairs, deteriorated roofs or sections thereof that the contractor deems necessary to either recover and/or replace; time frame and Budget Costs for recommended repairs.
- vii. Infrared scan based on results of moisture survey with the Cuyahoga County's representative present, the results of which are to be submitted in writing to Cuyahoga County within five (5) business days of request.

b. Routine Maintenance: The contractor shall be responsible routine maintenance services as directed and authorized by Cuyahoga County, Monday – Friday 8:00 a.m. – 4:00 p.m. No work shall exceed \$500.00 unless prior authorization from Cuyahoga County is received. The contractor shall dispatch a technician within one (1) business day of written authorization to proceed with the repair. Routine maintenance shall include the following, but not limited to:

- i. Repair damaged and/or deteriorated (*i.e. holes in membrane, open seams, open membrane flashing & etc.*) roof membrane and membrane flashing;
 - i. Once work has commenced, the contractor must work diligently, and uninterrupted until all work is complete;
 - iii. The contractor must keep the worksite free from debris and hazards; Repair and/or replace damaged gutters, downspouts (*i.e. holes in gutter(s), open joint in gutter(s) & downspout(s), etc.*); and scuppers;
- iv. Clean roof drain gutter(s), downspout(s);
- v. Unplug non-working roof drains;
- vi. Repair missing or deteriorated sealants pertaining to sheet metal work; Repair and/or replace damaged (*i.e. holes in membrane, open seams, open membrane flashing & etc.*) or missing sheet metal flashing;
- vii. Repair damaged asphalt shingles and/or replace missing shingles;
- viii. Identify any repairs that are covered under active roof warranties;
- ix. Tuck pointing masonry relating to roofing and sheet metal work;
- x. Remove vegetation from roofs.

c. Cuyahoga County expects contractor to provide their expertise and qualified personnel for finding and repairing roof leaks. Cuyahoga County expects said roof leaks will be found and repaired on the first trip. Under certain circumstance, Cuyahoga County understands that a very small percentage of leaks may require a second trip to successfully repair the leak. Should source of leaks persist after second trip, contractor shall provide Cuyahoga County with written reason why contractor should continue making trips without successfully repairing leaks. Should source of leaks persist after the 2nd trip, contractor

shall provide Cuyahoga County in writing the reason why the contractor should continue making trips without successfully repairing leaks. Additionally, without successful leak repairs, there will be no charge to the Cuyahoga County for services beyond the 2nd trip.

5. The contractor shall provide Cuyahoga County with location, cause of roof leak, method of repair, any repairs covered under active warranties, follow-up services required nature and type after roof leak is repaired, uncovered routine maintenance if required.

6. The contractor shall invoice the manufacturers for work performed that is covered under their warranty. A copy of the invoice shall be forwarded to the Cuyahoga County for their records.

7. The contractor shall provide a fully charged 20 lbs. fire extinguisher whenever there is an open flame as well a fully charged 20 lbs. fire extinguisher near the tar kettle that is being used to make repairs on the roof. All propane must be secured.

8. The contractor shall comply with (but not be limited to) all provisions and requirements of the Occupational Safety and Health Act (OSHA) of 1970 and/or the Construction Safety Act of 1969 (whichever is applicable), and with all applicable amendments, laws, ordinances, rules, regulations and orders of any public authority having jurisdiction and safety of persons or property or to protect them from damage, injury or loss.

9. The contractor is responsible for testing for environmental materials and is to make this information available to Cuyahoga County.

10. The contractor shall have available, and shall furnish to the County upon request, Material Safety Data Sheets for all chemical products used in the performance of this contract. All products used shall be free of known carcinogens and shall comply in all respects of all OSHA requirements.

11. The contractor is responsible to have all equipment necessary to perform repairs. Cuyahoga County will not provide any equipment, including:

- a. 20 lbs. fire extinguishers;
- b. Cell Phone;
- c. "Tramex" Moisture Meter (or equivalent)

12. The contractor shall provide a 24-HOUR CUSTOMER SERVICE HOT LINE to receive emergency leak calls from the Cuyahoga County. This hot-line shall be at no additional cost to the Cuyahoga County.

13. The contractor's employees and/or sub-contractors must take and pass a background check provided by Cuyahoga County. There is an up to \$40.00 non-refundable fee for each background check provided by the County. Contractor's employees and/or sub-contractors shall wear issued badges at all times for access to the appropriate areas. Upon removal of an employee and/or sub-contractor, and at the conclusion of the contract, badges will be returned to the County immediately. The Cuyahoga County Executive and/or his appointed representative, have the right to revoke access, with and without cause, or to limit access to any area.

14. The contractor's personnel are responsible for having the County's building representative sign each service ticket at the completion of their service time.

15. Cuyahoga County will provide the contractor with any available building roof plan drawings and any available warranty information.

16. The contractor shall be deemed in default of the Contract if contractor fails to perform any obligation under the Contract in any labor/material respect; fails to perform in accordance with the conditions of the contract; disregards the authority of Cuyahoga County's Representative or Agent; fails to pay laborers, mechanics, material laborers and suppliers when due; repeatedly fails to supply sufficient, skilled work personnel or suitable materials or equipment; disregards any laws, ordinances, rules, regulations, or orders of any public body having jurisdiction. a will provide

preventative maintenance/inspection, repair, including emergency services outside the scope of these specifications for the interior/exterior overhead doors and gates for various County Buildings.

B. Procurement

1. The procurement method for this purchase was a formal competitive bid. The total value of the RFB was in the amount not-to-exceed \$225,000.00 for the three (3) year contract period.
2. The bid closed on September 30, 2014.
3. Seven (7) bids were pulled from OPD and two (2) bids were submitted and Warren Roofing & Insulating Co. is being recommended for the award based on being the lowest responsive bid not being more than the SBE price preference.
4. There was a 10% SBE goal participation assessed.

C. Contractor and Project Information

1. Warren Roofing & Insulating Co.
7015 Krick Road
Walton Hills, OH 44146
2. The owner is Trevor Cost (440) 439-4404

D. Project Status and Planning

1. The project is needed to maintain the buildings for the safety of employees, inmates and the public.
2. The resulting contract will be for the period of December 1, 2014 through November 30, 2017. Related contract documents are due 14 days after the recommendation of award.
3. A performance bond is required for this item.
4. This is a bid utilizing the pilot project with contract being submitted at time of bid closing.

E. Funding

1. The contract is funded 100% by General Fund (CT577411)
2. Schedule of payments will be paid for by releases against the contract in accordance with the terms of the contract.

BC2014-280

Title: Office of Early Childhood 2014 East Cleveland City School District Amendments Universal Pre-Kindergarten (UPK) Part 10 of 13 RQ23133

A. Scope of Work Summary

1. Office of Early Childhood requesting approval of various amendments with the East Cleveland City School District for services for the anticipated net aggregated cost of \$265,276.20 not-to-exceed. The anticipated start-completion dates are extending to 08/31/2012 through 07/31/2015.
2. The primary goals of the project are to provide an early care and education experience of a quality that will ensure that children 3 through 5 years of age are adequately prepared for kindergarten.

B. Procurement

1. The procurement method for this project does not apply. The East Cleveland City School District is a public entity.
2. N/A
3. N/A

C. Contractor and Project Information

1. The address(es) of the vendors:

East Cleveland City School District
1843 Stanwood Road
East Cleveland, Ohio 44112
Council District 10

2. The Superintendent for the contractor/vendor is Myrna Loy Corley.

3. The address or location of the project is:

3a. Prospect Elementary School

1843 Stanwood Road
East Cleveland, Ohio 44112
Council District 10

3b. Superior Elementary School

1865 Garfield Road
East Cleveland, Ohio 44112
Council District 10

D. Project Status and Planning

1. The project reoccurs annually.

2. The project's term has already begun. The reason there was a delay in this request is due to delays in obtaining signed documents from the East Cleveland City School District.

E. Funding

1. The project is funded 100% by the Health and Human Services Levy.

2. The schedule of payments is monthly.

3. The project is amendments to contracts. These amendments change the values and terms and are the second amendment of the contracts. The history of the amendments is:

Prospect Elementary School (AG1200342)

Original Contract Amount: \$23,800.00

Amendment I Amount: \$16,367.60

Superior Elementary School (AG1200343)

Original Contract Amount: \$76,160.00

Amendment I Amount: \$67,979.60