

# May 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	5 PLANNING COMMISSION 7:00 CAUCUS 6:45	6	7	8
9 <i>MOTHER'S DAY</i> 	10 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	11 <b>MASTER PLAN MEETING 7:00</b>	12	13	14	15
16	17	18 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	19	20	21	22
23	24	25 RECREATION BOARD 6:00	26	27 BOARD OF ZONING APPEALS 7:00 CAUCUS 6:45	28	29
30	31 <i>MEMORIAL DAY</i> 					

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
MAY 4, 2021**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

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**REGULAR ORDER OF BUSINESS**

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Minutes: April 20, 2021
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	Linda Barath
Finance	Paul Marnecheck
Review & Oversight	Jeremy Dietrich
Safety	Michael Vos
Storm Water	Jessica Fenos
Streets	Vincent Weimer
Utilities	Joanne Krejci
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Vincent Weimer
Planning Commission	Paul Marnecheck
Recreation Board	Jeremy Dietrich
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

**SECOND READING CONSIDERATION**

1. **21-78** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION, CHAPTER 212 PUBLIC MEETINGS, SECTION 212.03 OPEN MEETINGS REQUIRED; MINUTES, AND DECLARING AN EMERGENCY. **First reading April 20, 2021.**
2. **21-80** - AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON A CERTAIN AMENDMENT TO ARTICLE XVIII MISCELLANEOUS, SUBSECTION (f) OF THE CHARTER OF THE CITY OF NORTH ROYALTON, PERTAINING TO CHARTER REVIEW COMMISSION, AND DECLARING AN EMERGENCY. **First reading April 20, 2021.**
3. **21-81** - AN ORDINANCE PROVIDING FOR THE SUBMISSION TO THE ELECTORS OF THE CITY OF NORTH ROYALTON CERTAIN AMENDMENTS TO ARTICLE XVII, ELECTIONS, SUBSECTION (b), OF THE CHARTER OF THE CITY OF NORTH ROYALTON AND REPEALING ARTICLE XVII ELECTIONS, SUBSECTION (e) OF THE CHARTER OF THE CITY OF NORTH ROYALTON AND REPLACING SAME WITH A NEW SUBSECTION (e) ENTITLED NOMINATIONS, PRIMARY ELECTION, PERTAINING TO REMOVAL OF RUNOFF ELECTION AND CREATING A PRIMARY ELECTION, AND DECLARING AN EMERGENCY. **First reading April 20, 2021.**

**FIRST READING CONSIDERATION**

1. **21-82** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF KEITH TARASE TO THE POSITION OF CHIEF OF POLICE FOR THE CITY OF NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY.
  2. **21-83** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AND EXECUTE A CONTRACT WITH CT CONSULTANTS, INC., AS CONSULTING ENGINEER TO PROVIDE ENGINEERING SERVICES FOR THE CITY OF NORTH ROYALTON AND TO APPROVE THE APPOINTMENT OF JUSTIN HASELTON AS CITY ENGINEER, AND DECLARING AN EMERGENCY.
  3. **21-84** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 1 BUILDING DEPARTMENT, AND DECLARING AN EMERGENCY.
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13. Miscellaneous.
  14. Adjournment.

RESOLUTION NO. 21-82

INTRODUCED BY: Mayor Antoskiewicz

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF KEITH TARASE TO THE POSITION OF CHIEF OF POLICE FOR THE CITY OF NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: Council desires to confirm the Mayor's appointment of Keith Tarase to the position of Chief of Police for the City of North Royalton, Ohio.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Keith Tarase to the position of Chief of Police for the City of North Royalton, Ohio.

Section 2. Said appointment shall be effective May 5, 2021.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. This Resolution is an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is necessary to keep accurate public records as to the various appointments made by the Mayor and the date of said appointment.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take affect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_

DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



**AGREEMENT BETWEEN THE CITY OF NORTH ROYALTON, OHIO  
AND CT CONSULTANTS, INC.**

**THIS AGREEMENT**, made this \_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Twenty-One by and between the **CITY OF NORTH ROYALTON**, hereinafter called the "CITY" located at 14600 State Road, North Royalton, Ohio 44133 and **CT CONSULTANTS, INC.** whose corporate office is located at 8150 Sterling Court, Mentor, Ohio 44060, hereinafter called the "ENGINEER".

**WITNESSETH:**

**WHEREAS**, the CITY wishes to employ a qualified Engineering and Architectural Consulting firm authorized in the State of Ohio to perform the engineering, architectural and surveying services necessary to meet the challenges and needs of this community through the coming years for and on behalf of the CITY as hereinafter set forth; and

**WHEREAS**, said ENGINEER is authorized to practice engineering, architectural and surveying services in the State of Ohio as required by law, holding valid and current Certificates of Authorization, and desires to perform such services for the compensation hereinafter described; and

**WHEREAS**, said ENGINEER currently maintains Engineer's professional liability insurance, limits of which are \$5,000,000 per claim; \$5,000,000 policy annual aggregate; and

**WHEREAS**, the CITY and the ENGINEER desire that a designated representative of the ENGINEER be appointed to serve *individually* as *the* City Engineer and provide the services as hereinafter described.

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants herein set forth, the CITY and the ENGINEER agree as follows:

**I. RETAINER SERVICES**

ENGINEER shall designate and furnish the services of a Professional Engineer to serve the CITY as City Engineer. City Engineer or his authorized representative shall:

1. City Engineer, Justin Haselton, P.E., who will perform all duties and functions that are required to be conducted and assumed by him under the laws of the State of Ohio and the Ordinances of the City of North Royalton, Ohio.
2. ENGINEER will be available to meet at mutually agreed *upon* times at City Hall and/or the City Service Center. Additionally, the ENGINEER or his designee shall generally maintain office hours at North Royalton Service Center for a *minimum of twelve (12) hours* per week (except for holidays). The ENGINEER and/or designee shall insure that they are at all times available and accessible to the Mayor. The intent of the ENGINEER's

designee is to duplicate knowledge and services to maintain quality services.

3. Attendance by the ENGINEER at regular Council, Committee and Planning Commission meetings, and such other public, legislative or administrative meetings as *may be* requested. *He shall* represent the CITY to public agencies that, for example, may *include but are not limited to* the Cuyahoga County Department of Public Works, the Cleveland Division of Water, NEORS, NOACA, and the State of Ohio.
4. Preparation, assumed annually, of the OPWC Application for Infrastructure funding including cost estimates as required.
5. Minor consultation and site inspection(s) with such authorized representatives of the CITY, providing such consultation requires no preparation of detailed plans, detailed estimates or field investigations.
6. Prepare estimated budgets of engineering and/or technical services in sufficient detail for review and approval.
7. Provide monthly reports of progress of improvements under the ENGINEER's charge, stating conditions of same, together with any other matters of interest as desired by the CITY.
8. Address requests for small project bidding assistance; *field* initial questions from developers and small permit applicants; *provide* HOA/developer coordination and payment requests; *resident questions/issues*; *governmental entities questions/issues*; and *Planning Commission review*.

## II. **SPECIFICALLY AUTHORIZED SERVICES**

Engineering work other than that provided for in Retainer Services in Section 1 shall not be undertaken by the ENGINEER unless specifically requested by the Mayor and authorized by purchase order approved by the Director of Finance or separate written contract signed by the Mayor and approved by the Director of Law and the Director of Finance. No other City official has authority to nor shall authorize the ENGINEER to perform additional engineering services.

The ENGINEER will provide services on an hourly basis at rates as prescribed in Exhibit A for authorized services including but not limited to:

1. Research and investigation necessary to compile and produce an inventory of the City's infrastructure including a roadway pavement ratings *system*, drainage and/or stormwater systems, wastewater collection system and treatment plants; government facilities and buildings; and, to maintain and update as necessary over time.
2. Provide assistance and prepare applications for financial assistance such as those performed for CWD, FEMA, ODOT, OEPA, NOACA, NEORS

and/or other public agencies. Services may also include the preparation of preliminary estimates of construction cost and minor engineering details.

3. Provide plan review and consultation services for construction projects being proposed by private developers in the CITY. Reviews and consultation shall be performed with respect to construction standards and methods; and such review shall verify compliance with CITY standards and codes.
4. Provide services to review and assess the water and/or sewer rates when so authorized by the CITY.
5. Prepare annual reports including but not limited to NPDES Phase 2 and detention/retention reports.
6. Furnish land surveys, establish boundaries and monuments, lines, grades, topographies, easements and right-of-way field surveys and related office plotting of notes, computations, descriptions and drafting.
7. Furnish line and grade surveys for the construction staking of public works projects.
8. Furnish the services of a field representative to observe the progress of the Contractor's work on public improvement projects and report to the CITY on the Contractor's compliance and progress.
9. Provide on-site inspection of subdivision improvements according to the subdivision regulations of the Planning and Zoning Code of the City of North Royalton, if requested.
10. Review and approve plans for development projects proposed in the CITY; normally based on a review fee paid to the City by the Applicant or Developer.
11. Provide technical and administrative assistance to the City, if needed, for the operation of the Industrial Pretreatment Program.
12. Provide professional services in connection with assessment projects undertaken by the CITY.

### **III. PUBLIC IMPROVEMENTS**

The ENGINEER shall provide the following professional services on specific public and/or private improvements undertaken in and for the CITY (*on a non-exclusive contract basis*) only after such services have been authorized by the Mayor or upon approval of City Council:

1. Prepare studies, reports and necessary construction drawings, plans, profiles, technical specifications, contract documents and estimates of cost for public improvements and provide related professional services



including; but not limited to, roadways; stormwater drainage systems; water distribution system improvements; wastewater collection system and treatment plant improvements; planning; building projects (architectural services); landscape architectural services; and, recreation/parks/trails improvements and upgrades.

2. Observe and serve as the representative of the CITY in the execution of such public work undertaken by the CITY, pursuant to plans and specifications approved by the CITY. Prepare construction contract documents and assist the City during the public bidding phase relevant to CITY projects and improvements as authorized by the City.
3. Provide services to perform as the CITY's Equal Employment Opportunity Coordinator and/or the Prevailing Wage Coordinator, where applicable, and so authorized by the CITY.
4. Consult with the CITY and act as City's representative as provided in the General Conditions of a construction contract. The extent and limitations of the duties, responsibilities, and authority of the ENGINEER as assigned in the General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of the CITY's instructions to the Contractor will be issued through the ENGINEER, which shall have authority to act on behalf of the CITY in dealings with the Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing. ENGINEER shall supervise and direct all Construction Project Representatives and such Construction Project Representatives shall report to and receive their instructions from the ENGINEER relative to the improvements authorized.
5. If requested, provide a full-time, resident project representative and assistant who will act as directed by the ENGINEER in order to provide more extensive representation at construction project sites during the construction phase of any project. The duties and responsibilities of the resident project representative and assistant shall be set forth in Exhibit "B", a copy of which is attached hereto and incorporated herein by reference. The furnishing of such resident project representation shall not make the ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for the Contractor's failure to perform the construction work in accordance with the contract documents.
6. Furnish to the CITY, plans, specifications and estimates of cost of such improvements *as requested by the City* for the information and guidance of contractors dealing with the CITY.
7. Provide other technical or administrative services as may be required and authorized by the CITY in connection with capital improvement projects in the CITY or associated with acting as the CITY representative to outside agencies or public authorities.

8. Provide services in connection with the preparation of record drawings of the work and structures as built based upon data furnished by the Contractor and/or the Construction Project Representative.
9. Plans and specifications, sketches, maps, drawings, linens, plats and similar finished documents prepared for the CITY by the ENGINEER, when completed, shall be deposited with the CITY, and shall *belong to and* be retained by the CITY as a record of the City of North Royalton. The CITY shall have all property and proprietary rights with respect to such prepared documents. The Engineer agrees to comply with Ohio Public Records Act.

#### **IV. PERFORMANCE BY THE CITY**

The CITY without expense to the ENGINEER, will;

1. Make available from its files such data relating to all engineering projects as *it has in its possession*.
2. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required by the ENGINEER to perform its services under this Agreement.
3. Give prompt written notice to the ENGINEER whenever the CITY observes or otherwise becomes aware of any defect in any project, so that the ENGINEER may investigate and make recommendations to the CITY.
4. Furnish and bear all costs incident to approvals and permits from all governmental authorities having jurisdiction over any project undertaken hereunder and such approvals and consents from others as may be necessary for completion of the project.
5. Furnish testing and laboratory inspecting services or utilize the ENGINEER to coordinate and secure these services.

#### **V. INSURANCE & INDEMNIFICATION**

The ENGINEER shall comply with all workers' compensation laws of the State of Ohio and shall carry at least the following minimum private insurance coverage:

1. General Liability and Comprehensive Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00 aggregate) for injuries including those resulting in death, to any person, and/or property damage.
2. Said insurance shall be maintained in full force and effect during the life of this Agreement and shall protect the CITY, its employees, agents, and representatives from claims for damages for personal injury and wrongful death and for damages to property proximately caused in the performance of the professional services mutually contemplated by the parties herein arising in any manner from the negligent or wrongful acts, errors or

omissions of the ENGINEER, their employees, agents or representatives in the performance of the services under this Agreement.

The ENGINEER hereby agrees to indemnify and hold the CITY harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character proximately caused, in the performance of the professional services mutually contemplated by the parties herein arising out of the acts, *errors*, omissions and/or negligence of the ENGINEER'S employees, subcontractors, materialmen, agents or others acting in concert with the ENGINEER.

## VI. FEES FOR SERVICES

1. As compensation for services provided under Article I (RETAINER), the ENGINEER shall be paid an annual retainer of **Seventy-Five-Thousand Dollars (\$75,000.00)** payable in monthly installments of **Six-Thousand Two-Hundred and Fifty Dollars (\$6,250.00)**. This annual retainer includes a minimum of twelve (12) *hours* of office time in City Hall referenced in Article I. Should the CITY desire additional hours beyond the 12 hours weekly, with prior approval from the Mayor, the ENGINEER will provide additional office hours at \$75/hour.
2. Fees for services provided by the ENGINEER under Article II (SPECIFICALLY AUTHORIZED SERVICES) of this Agreement shall be paid on an hourly basis per the current Hourly Billing Rate Schedule attached as Exhibit A. The burdened hourly rate includes salaries and wages of personnel plus company overhead and profit. ***Services for specific tasks shall only proceed upon written authorization and a not to exceed fee.***
3. Fees for services provided by the ENGINEER under Article III (PUBLIC IMPROVEMENTS) of this Agreement shall be negotiated on a project-by-project basis. Terms and fees will be negotiated for mutual acceptance by the CITY and ENGINEER based on hourly rates per the current Hourly Billing Rate Schedule attached as Exhibit A. The burdened hourly rate includes salaries and wages of personnel plus company overhead and profit. ***Services for capital improvement projects shall only proceed upon written authorization and a not to exceed fee.***

## VII. ADDITIONAL SERVICES

When authorized or directed in writing by the CITY's authorized representative, the ENGINEER shall perform the following supplemental services:

1. Analyze operations, maintenance and overhead expenses; prepare rate schedules, earnings and expense statements, feasibility studies, appraisals and evaluations, detailed quantity surveys of materials, equipment and labor, audits of inventories, and operating or maintenance manuals; and instruct CITY personnel in operating or maintenance techniques.

2. Furnish the services of special consultants.
3. Furnish renderings, exhibits, or models of any part or all of any project.
4. Serve as an expert witness in administrative or judicial proceedings.
5. Travel to places other than the CITY in connection with the performance of supplemental services.

**VIII. CONFLICT OF INTEREST**

Unless otherwise directed by the CITY, the ENGINEER, including all staff members, shall not be employed or receive compensation from any developer for planning of or in seeking approval of any subdivision or development within the corporate limits of the CITY during the time the ENGINEER is employed as City Engineer.

**IX. CONFIDENTIALITY**

The ENGINEER shall not, either during or after the term of the Agreement, disclose to any third party, or use for its own benefit, any confidential information relative to the services or the business of the CITY without the written consent of the CITY. The provisions of this section shall survive the satisfaction of the obligations and the completion of the term of this Agreement.

**X. TERM OF AGREEMENT**

The term of this Agreement is through December 31, 2022. The parties agree to extend the Agreement through calendar year 2023 unless either party proposes changes to the terms and conditions. If proposed revisions are acceptable to both parties, a new Agreement will be drafted for execution.

This Agreement may be terminated by either party by written notice of intent to terminate thirty (30) days prior to the effective date; said notice shall be delivered by registered mail or certified mail with return receipt requested, or personal service by the party desiring to terminate the Agreement. The Agreement shall remain in full force and effect for such 30-day period, unless mutually agreed otherwise. It is agreed to by both parties that the ENGINEER is permitted to complete projects previously authorized by the CITY. No new engineering work shall be initiated or undertaken by the ENGINEER for plans, specifications and estimates of cost for construction of sewers, water lines, pavements or other major project except by formal authorization from City Council.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and day and year first above written. The signature of the CITY OF NORTH ROYALTON, OHIO being affixed by its Mayor.

**CITY OF NORTH ROYALTON, OHIO**

**CT CONSULTANTS, INC.**

By: \_\_\_\_\_  
 Larry Antoskiewicz  
 Mayor

By: \_\_\_\_\_  
 Richard J. Iafelice, PE, PS  
 Vice President

**APPROVED AS TO LEGAL FORM:**

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Thomas A. Kelly, Law Director

## 2021-2022 Rate Schedule

Rates include all transportation, materials, supplies, reproduction costs, clerical, overhead, etc. required.  
Rates are adjustment in succeeding years.

<u>Classification</u>	<u>Billing Rate (\$/hr)</u>
Project Engineer (Justin Haselton)	\$150
Engineer 2 (Don Konschak)	\$90
NPDES Stormwater Program	\$90
Plan Review	\$90
Engineer Intern	\$50 - \$55
Engineer 1 and 2	\$75 - \$110
Staff Engineer	\$95 - \$150
Project Engineer	\$120 - \$185
Senior Engineer	\$140 - \$210
Designer 1, 2 and 3	\$90 - \$135
CAD Technician	\$80 - \$95
Senior Office Surveyor	\$115 - \$150
Survey Party Chief 1 and 2	\$80 - \$130
Survey Field Technician	\$60 - \$85
Geo Project Manager	\$90 - \$145
Construction Project Manager	\$105 - \$125
Construction Representative	\$70 - \$115
Construction Technician	\$85 - \$115
Contract Administrator	\$90 - \$140
Grant Funding Specialist	\$90 - \$165
Planner 3	\$145 - \$175
Architect	\$85 - \$120
Landscape Architect	\$140 - \$160

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between North Royalton (Owner) and CT Consultants, Inc. (Engineer) for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

**Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

Article III.5 of the Agreement is amended and supplemented to include the following agreement of the parties:

**A1.01 Resident Project Representative**

A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit B may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. *Liaison:*

a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.

b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:*

- a. Record date of receipt of Samples and approved Shop Drawings.
- b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
- c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. *Inspections, Tests, and System Startups:*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.



- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to the Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**CT CONSULTANTS  
STANDARD TERMS & CONDITIONS**

The following conditions and provisions define the basic terms relating to the services and compensation agreed to and as outlined on the attached Scope of Services; Letter Agreement; and/or, Work Authorization.

OWNER: City of North Royalton

ENGINEER: CT Consultants, Inc.

AGREEMENT DATE: \_\_\_\_\_

INITIAL: \_\_\_\_\_

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

A. ENGINEER shall provide all Services set forth herein and upon this Agreement becoming effective, ENGINEER is authorized to begin unless otherwise stipulated to by the OWNER.

**ARTICLE 2 - TIMES FOR RENDERING SERVICES**

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**2.01 General**

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

**2.02 Suspension**

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after

completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

**ARTICLE 3 - PAYMENTS TO ENGINEER**

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**3.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER**

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted monthly to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in the Agreement including additional services and reimbursable costs, if any, subject to the not to exceed amount for the project.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

**D. Payments Upon Termination.**

1. In the event of any termination, ENGINEER will be entitled to invoice OWNER and will be paid for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in paragraph 3.01, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, as approved by Owner both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using normal methods and rates.

#### **ARTICLE 4 - OPINIONS OF COST**

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##### **4.01 Opinions of Probable Construction Cost**

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

#### **ARTICLE 5 - GENERAL CONSIDERATIONS**

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##### **5.01 Standards of Performance**

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project

to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

H. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other

persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

### 5.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

### 5.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER City shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. ~~OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.~~

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

### 5.04 Insurance

A. The ENGINEER shall maintain the following insurance:

1. Workmen's Compensation
2. Employer's Liability Insurance
3. General Liability Insurance
4. Automobile Liability Insurance

B. OWNER shall maintain similar insurance and shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER, which are applicable to the Project.

C. If requested, OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage's indicated. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

D. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

E. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and the agreed to fee shall be supplemented to incorporate these requirements.

#### 5.05 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 5.07 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.07.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in any Contract Documents.

## 5.08 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their right to arbitrate, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

## 5.9 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

## 5.10 Allocation of Risks

### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

~~2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.~~

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals and in no case shall this liability exceed the maximum fee amount.

~~4. In addition to the indemnity provided under paragraph 5.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other~~

~~than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.~~

#### **5.11 Notices**

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### **5.12 Survival**

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **5.13 Severability**

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **5.14 Waiver**

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 1 BUILDING DEPARTMENT, AND DECLARING AN EMERGENCY

WHEREAS: In an effort to better serve the community, the Administration has proposed the restructuring of various departments to ensure that they are functioning as efficiently as possible; and

WHEREAS: It is therefore necessary to amend Ordinance 10-103 to allow for these changes; and

WHEREAS: Council desires to provide for this amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 1 Building Department, which shall hereinafter read as follows:

Section 1. The **Building Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Building Commissioner	One (1)
or	
2) Building Official (part-time)	One (1)
3) Certified Inspector	Three (3)
4) Inspector (part-time)	Three (3)
5) Admin. Secretary/Clerical	Two (2)
6) Summer/Part time/Vacation Clerical	Two (2)
7) Office Manager	One (1)
8) <b>Planner</b>	<b>One (1)</b>
9) <b>Admin. Secretary/Clerical</b>	<b>One (1)</b>
<b><i>for training of new employee based on anticipated retirement</i></b>	

Section 2. Ordinance No. 10-103 is amended as provided for herein and all other provisions of Ordinance No. 10-103 shall remain in full force and effect.

Section 3. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that Council and the Administration have determined that it is immediately necessary to provide for these staffing changes in the various departments of the City of North Royalton.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

DATE PASSED: \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS: