

**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-Three 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 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. ENGINEER shall:

1. City Engineer shall be Justin Haselton, PE or other City approved professional engineer and designee, also a professional engineer who will perform all duties and functions that are required to be conducted and assumed by ENGINEER 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 designee shall maintain office hours at North Royalton Service Center for 16 hours per week during which time he will generally perform retainer services. Additionally, as part of the retainer services The ENGINEER 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 in the City Engineer's absence.

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. (Attendance at meetings with outside agencies such as NEORS, NOACA et alia together with actual field work within the city shall be considered in partial satisfaction of the hourly requirement set forth in 2. above.)
4. Preparation, assumed annually, of the OPWC Application for Infrastructure funding including cost estimates as required.
5. Minor consultation, plan approval 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 written and verbal 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. Field general (non-stormwater related) questions from residents, potential developers, contractors, and permit applicants; provide HOA/developer coordination and payment requests Stormwater related questions/issues shall be directed to the Stormwater Division. Stormwater related matters not addressed by the Stormwater Division shall be addressed under Stormwater Purchase Order in accordance with Article II.13.
9. Review lot splits/consolidations.
10. Maintain and update City Maps (zoning, council, utilities, streets) in AutoCAD.
11. Review resident utility repair permits.

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, including determining all bonds and fees for new developments; reviewing and approving survey invoices for footer checks and final grade checks, and review all footer elevation checks.
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.
13. The ENGINEER will provide professional services, as directed by the City, offered specifically to address stormwater/drainage matters requiring dedicated time and engineering. These services, provided on an hourly basis pursuant to an annual written authorization/purchase order with a not to exceed budget, will utilize the depth of qualified staff of the ENGINEER

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 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 a retainer of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) per month for the first half of 2023 increasing to Eight Thousand Three Hundred Thirty-Three dollars (\$8,333.00) starting July 2023. The retainer includes Sixteen (16) hours of office time in City Hall referenced in Article I. Should the CITY desire additional office hours beyond the 16 hours weekly, with prior approval from the Mayor, the ENGINEER will provide additional office hours at \$90/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. The Parties agree and acknowledge that they are obligated to comply with Ohio Public Records Law and the City's Records Retention policy.

X. TERM OF AGREEMENT

The Parties agree to reevaluate the terms and conditions on or before July 1, 2023. If the parties do not provide notice to amend or terminate the agreement at that time, the terms of this Agreement are through December 31, 2023.

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: _____
Diane L. Oress, PE
Vice President

APPROVED AS TO LEGAL FORM:

Thomas A. Kelly, Law Director

A schedule of hourly rates by personnel classification is provided as reference. The complexity of a task and/or project may or may not require special expertise; however, our schedule includes those employees with specialized skills available to assist with projects and tasks requested by the City of North Royalton. CT Consultants offers these skills in-house over a wide range of staff so it is difficult to categorize a single hourly rate for each classification. These disciplines include traffic, structural/bridge, environmental, highway, drainage, architectural, landscape architectural, mechanical and electrical, grant writing, surveying, and construction administration and inspection.

2023 Rate Schedule

Classification	Billing Rate (/hr)
City Engineer	\$175*
Principal Engineer	\$175-\$250
Project Manager	\$135-\$200
Project Engineer	\$115-\$165
Senior Structural Engineer	\$186-\$225
Designer 3	\$122-\$150
Engineer 1	\$75-\$100
Engineer 2	\$80-\$115
Engineer 3	\$95-\$140
Engineer Intern	\$40-\$90
Professional Surveyor/Manager	\$115-\$200
Survey Chief	\$100-\$140
One-Person Survey Crew	\$100-\$140
Two-Person Survey Crew	\$170-\$200
GIS Specialist	\$85-\$115
Construction Project Manager	\$100-\$165
Construction Observer	\$80-\$125
Contract Administrator	\$75-\$115
Grants Writers	\$80 - \$150
Planner 3	\$120-\$145
Senior Landscape Architect	\$110-\$165
Landscape Architect	\$90-\$125
Landscape Designer	\$80-\$110

*Applied only for specific project engineering tasks

Rates include all transportation, materials, supplies, reproduction costs, clerical, overhead, etc. required. Rates are firm through 2023 and are subject to adjustment in succeeding years.

EXHIBIT A