

February 2016

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

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

**NORTH ROYALTON CITY COUNCIL
A G E N D A
FEBRUARY 2, 2016**

7:15 p.m. Caucus

Council Meeting 7:30 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: January 19, 2016.
 - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a C1, C2 and D6 stock transfer for Dairy Deli, 12671 State Road, 1st Floor.
 - c. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Gary Petrusky
Storm Water	Dan Langshaw
Streets	Steve Muller
Utilities	Paul Marnecheck
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Dan Kasaris
Planning Commission	Larry Antoskiewicz
Recreation Board	Paul Marnecheck
11. Public Discussion: Five minute maximum, on current agenda legislation only.

12. LEGISLATION

FIRST READING CONSIDERATION

- * 1. **16-26** - A RESOLUTION ESTABLISHING A CHARTER REVIEW COMMISSION, AND DECLARING AN EMERGENCY.
- * 2. **16-27** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF JOHN KULCZYCKI.
- * 3. **16-28** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF SHARON LIGGETT.
- * 4. **16-29** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF ALLAN MITCHELL.

- * 5. **16-30** - A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF ROBERT JANKOVSKY AS A MEMBER OF THE CIVIL SERVICE COMMISSION, AND DECLARING AN EMERGENCY.
6. **16-31** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES WITH BROWN AND CALDWELL FOR THE SLUDGE PRESS REPLACEMENT PROJECT AT WWTP "A", AND DECLARING AN EMERGENCY.
7. **16-32** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES WITH BROWN AND CALDWELL FOR THE STANDBY GENERATOR REPLACEMENT PROJECT AT WWTP "B", AND DECLARING AN EMERGENCY.
8. **16-33** - AN ORDINANCE AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ONE (1) 2016 FORD F-150 PICKUP TRUCK FOR THE NORTH ROYALTON WASTEWATER DEPARTMENT THROUGH THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, OHIO COOPERATIVE PURCHASING PROGRAM FOR AN AMOUNT NOT TO EXCEED \$25,182.37, AND DECLARING AN EMERGENCY.
9. **16-34** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 16, FIRE PREVENTION CODE, CHAPTER 1610 STANDARDS BY CREATING A NEW SECTION 1610.22 FIRE AND SMOKE DAMPER INSPECTIONS, AND DECLARING AN EMERGENCY.
10. **16-35** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART FOURTEEN BUILDING AND HOUSING CODE, CHAPTER 1426 RESIDENTIAL CODE OF OHIO, SECTION 1426.04 AMENDMENTS, PARAGRAPH (h)(2), AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

A RESOLUTION ESTABLISHING A CHARTER REVIEW COMMISSION,
AND DECLARING AN EMERGENCY

WHEREAS: Article XVIII(f) of the Charter of the City of North Royalton requires the appointment of a Charter Review Commission every four years for the purpose of recommending any alterations, revisions or amendments to the Charter which said Commission may deem advisable; and

WHEREAS: The membership of the City's Charter Review Commission must consist of nine (9) qualified electors of the City of North Royalton and the Director of Law; and

WHEREAS: The Mayor shall appoint five (5) members to the Charter Review Commission, and Council by majority vote shall appoint four (4) members to the Charter Review Commission; and

WHEREAS: Various names of qualified electors have been submitted for consideration; and

WHEREAS: After due deliberation, the Mayor and Council wish to appoint the members of the City's Charter Review Commission.

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

Section 1. The Mayor hereby appoints the following five (5) individuals to serve on the City's Charter Review Commission:

Gene Baxendale	Ray Habian
Jeanne Cilenti	Wayne Repko
Judith Matsko	

Section 2. Council hereby appoints the following four (4) individuals to serve on the City's Charter Review Commission:

Amy Kuntz	Michael Damiano
Lou Krzepina	George Heinemann

Section 3. Said Charter Review Commission is hereby empowered to consider and recommend any alterations, revisions, or amendments to the City Charter, which in the opinion of the majority of the members of the Commission, would enhance the efficiency and quality of the government of the City of North Royalton.

Section 4. Said Commission shall be in effect and force until it has concluded its duties under Article XVIII(f) of the City Charter.

Section 5. 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 6. This Resolution 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 it is immediately necessary to appoint the aforementioned Commission and obtain its viewpoint and any recommendations regarding the present effectiveness of the City Charter.

RESOLUTION NO. 16-27

INTRODUCED BY: Antoskiewicz, Nickell, Petrusky, Langshaw,
Marnecheck, Muller, Kasaris, Mayor Stefanik

A RESOLUTION ACKNOWLEDGING THE
COMMUNITY SERVICE OF JOHN KULCZYCKI

WHEREAS: John Kulczycki was hired as a Patrolman for the North Royalton Police Department on October 28, 1985; and

WHEREAS: Mr. Kulczycki held this position until his retirement on November 2, 2015; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to acknowledge Mr. Kulczcki for his community service.

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

Section 1. The Council and the Mayor of the City of North Royalton hereby acknowledge the community service of John Kulczycki.

Section 2. Council further recognizes the professionalism and dedication that Mr. Kulczycki has demonstrated through his work for the City of North Royalton and through his willingness and desire to better serve the community.

Section 3. The Director of Legislative Services is authorized and directed to forward a copy of this Resolution to Mr. Kulczycki in recognition of his many years of service to the community.

THEREFORE, provided this Resolution receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force 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 FOR CONSULTING SERVICES
BETWEEN City of North Royalton
AND BROWN AND CALDWELL
FOR Sludge Press Replacement, Plant A

THIS AGREEMENT is made and entered into on this ____ day of February, 2016 by and between City of North Royalton, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to complete the design and provide construction administration services for the Sludge Press Replacement project;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated January 21, 2016. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit A entitled "Sludge Press Replacement," dated January 22, 2016 (the "Services"). Any tasks not specifically described in Exhibit A are Additional Services.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. In the event an emergency endangering life or property requires immediate action, the Client may give Consultant an oral instruction to proceed with an emergency change in the Services, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in Services, Consultant shall provide Client with a written estimate of any increased costs or delays as a result thereof. Within fifteen (15) days after receipt of Consultant's estimate, the parties shall negotiate a change order for such

Additional Services performed as a result of the emergency. Unless otherwise agreed in writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will make its best efforts to require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant

shall be excess and noncontributory. The certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within 30 calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit A, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit A. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care - Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

- B. Reliance upon Information Provided by Others
If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.
- C. Consultant's Opinion of Probable Costs (Cost Estimate)
Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.
- D. Construction Phase Services
1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.
 2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
 3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, upon Client's consent which shall not be unreasonably withheld, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.
- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or in the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

- A. Scope
Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk.

- B. Electronic Copies
If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and

CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Consultant shall not be responsible for any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant and with the written approval of Client, to subcontract any portion of the services to be performed under this Agreement.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.
- B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.

C. Payment upon Termination

In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Ohio. Jurisdiction of litigation arising from the Agreement shall be the State of Ohio.

XXIII. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Tony Blanc
Project Manager
Brown and Caldwell
6055 Rockside Woods Blvd., Suite 350
Independence, Ohio 44131
Fax: 216.606.1350

City of North Royalton
Superintendent
Mr. Timothy Tighe
11675 Royalton Road
North Royalton, Ohio 44133
Fax: 440.582.9281

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXIV. AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brown and Caldwell

City of North Royalton

Signature

Signature

Printed Name

Printed Name

Title

Title

Federal Tax ID number: 94-1446346

EXHIBIT A
Project Description
City of North Royalton
Sludge Press Replacement
January 22, 2016

General Description for Scope of Work:

1. Design the replacement of the existing Roediger Sludge Press Unit No. 1 with one as manufactured by BDP 1.5 meter capacity, similar to the existing BDP Unit #2, or equal that can meet similar flowrate and dewatering requirements.
2. Design the power distribution to the new sludge press and control panel from the existing MCC in the Sludge Press Building.
3. Design the replacement or relocation of the existing HVAC ductwork at Unit No. 1 to provide clearance for the new sludge press.
4. Design the replacement or relocation of lighting at Unit No. 1 to provide clearance for new sludge press.
5. Design for the addition of a sludge flow meter and piping to feed from the existing sludge pumps to the new sludge press.

Assumptions:

1. Assume that no geotechnical work will be required for the completion of the design.
2. City will provide as-built drawings records of the building, equipment, piping, utilities, MCC, PLC I/O list, distribution panelboard one-lines, electrical plan(s), elevation(s) and the necessary site plan for the overall project.
3. By using as-built drawings, no surveying will be required for the design.
4. City will provide their current front end documents for the project specifications, including all bid documents required for bidding. It is our understanding that the City utilizes EJCDC C-700 Standard General Conditions of the Construction Contract. Any fees or licenses associated with the use of this document are paid and managed by the City of North Royalton and BC will not be responsible or required to pay any fees associated with the use of this document. Any forms or documents which require changes to make them specific to this process will be provided in their original format (word, excel, etc.) so that they can be modified without the need to recreate the document.
5. City will pay for all permit fees to the appropriate agencies.
6. The structural foundation is adequate for the new sludge press.
7. No new platforms or stairs are to be provided.
8. PLC programming modifications/system integration is not included in this Scope of Work and will be provided by the Contractor. The existing PLC has sufficient capacity for remote I/O signals. Any programming will be completed by the City's programmer.
9. RE services will be provided for during the set up and connection of the sludge press only..
10. Assume that the existing MCC is adequate to handle the new electrical loads.
11. Assume that the HVAC air changes do not need to be re-evaluated for the building.

12. Assume that emergency eyewash/shower/tempered water will be provided under a separate project.
13. Hazardous material testing or abatement is not included.

Phase 100- Design

- Task 10: Basis of Design Report
- Task 20: Constructability Workshop
- Task 30: Permitting
- Task 40: 50% Design
- Task 50: 100% Design
- Task 100: Meetings
- Task 150: Project Management/Safety Plan

Phase 200 - Bidding

- Task 10: Bid Documents
- Task 20: Addendums
- Task 30: Bid Analysis

Phase 300 - Construction

- Task 10: Submittals
- Task 20: Contractor questions / RFIs
- Task 30: Change Orders
- Task 40: RE Services
- Task 50: Start-up Services
- Task 60: O&M Manuals and Record Drawings
- Task 100: Project Management/Meetings

SCOPE OF WORK

The following scope of work summarizes the objectives, activities and deliverables associated with each task to be performed by the project team

Phase 100- Design

Task 10 – Basis of Design Report

Basis of design will consist of a tech memo that documents the following items:

- Summary of City provided 3-years of sludge press loading and thickening data
- Design for two Sludge Press Manufacturers and allow “or equal” if there is a manufacturer that can meet the same operational requirements. If none is determined to be an equal then only one manufacturer will be listed.
- Electrical Power requirements
- Verify required utilities for BFP operation Verify dimensions needed for BFP installation and maintenance
- Required piping modifications

- Permitting Requirements

Task 20 - Constructability Review Workshop

Prepare for and participate in Constructability Review workshop to evaluate construction procedures, impact and limits on maintaining plant operations and preliminary sequencing of work.

Task 30 - Permitting

Review and establish needs for PTI and air permit requirements.

Task 40 –50% Design

Complete 50% Drawings for City review.

Complete list of anticipated specifications and preliminary specifications for all major equipment.

Task 50 – 100% Design

Complete 100% Drawings for City review.

Complete all specifications.

Task 100 Meetings

Conduct the following meetings with plant personnel:

- Kick-Off Meeting
- Review meeting for Basis of Design Report

Task 150 Project Management/Safety Plan

- Project Management Plan
- Invoice/Monthly Review
- Safety Work plan

Phase 200 - Bidding

Task 10 - Bid Documents

Compile plans and specification for printing and delivery to interested parties (up to 10 copies, 11"x17" drawings). Prepare legal notice and participate in prebid meeting.

Task 20 - Addendums

Take contractors questions, develop responses to questions and assemble addendums to answer questions. Assume two (2) addenda. Assume a 30 day bid period.

Task 30 - Bid Analysis

Evaluate three lowest bids for conformance with bid documents. Check references and make a recommendation of award to the City.

Phase 300 – Construction Administration

Task 10 - Submittals

Maintain project files of approved submittals.

Review detailed construction shop drawings and other information submitted by the Contractor for compliance with the design concept and the requirements of the Contract Documents. Such data shall be recommended for approval, returned for revision, rejected, or noted as information only. Assume 25 shop drawings, a total of five (5) re-submittals have been assumed.

Task 20 - Contractor questions / RFIs

Prepare responses to Requests for Information (RFIs). Assume 10 RFIs.

Consider and evaluate the Contractor's suggestions for modifications to the Contract Documents and report recommendations to the Construction Supervisor. Assume 5 suggestions for modifications.

Task 30 - Change Orders

Assist in the preparation of and administration of work authorizations and claims. Assume five (5) work authorizations and one (1) claim.

Task 40 - RE Services

Provide for on call Resident Engineering Services not to exceed 40 hours (provide for onsite RE during installation and connection of new sludge press).

Task 50 - Start-up Services

Oversee the Contractor's startup for the Belt Filter Press and its associated equipment. Assume 16 hours.

Task 60 - O&M's and Record Drawings

Review Contractor's as-built red line drawings for accuracy and completeness. Compile record drawings from reviewed set in hard copy/electronic format.

Review Contractors'/Vendors' O&M training outlines and materials and recommend changes as needed.

Task 100 – Meetings

Participate in a Pre-Construction Meeting.

Participate in up to five (5) onsite meetings with the Contractor.

Deliverables:

DRAWINGS

Cover Sheet

Index/Abbreviations/Symbols and Legends

Site Plan/Process flow diagram
 Existing Plan – demolition
 Existing Sections – demolition
 Plan Mechanical
 Mechanical Sections
 Mechanical Details
 Isometric – washwater and polymer
 HVAC Existing Plan/HVAC Revised Plan
 I&C Standards and Details
 I&C Sludge P&ID
 I&C Polymer P&ID
 Electrical One-line Diagram/MCC Elevation
 Electrical – Revised Plan
 Electrical – Riser Diagram and Conduit/Cable Schedule

SPECIFICATIONS

Division 1 specifications (sequencing, submittals, scheduling, etc.)
 Concrete
 Demolition
 Filter Press (Equipment spec)
 Instruments and I/O list
 Piping
 Flow Meter
 Polymer Equipment
 HVAC Ductwork
 General Requirements for Electrical Work
 Control Cabinet
 Electrical Acceptance Testing
 Raceways, Boxes and Supports

Proposed Fee

The proposed fee for the work described above is presented in Table 1.

Phase	Phase Description	Total Effort
100	Design	\$83,545
200	Bidding	\$8,307
300	CA/RE Services	\$43,147
		\$135,000
	Lump Sum	Not to Exceed

AGREEMENT FOR CONSULTING SERVICES
BETWEEN City of North Royalton
AND BROWN AND CALDWELL
FOR Standby Emergency Generator Replacement, Plant B

THIS AGREEMENT is made and entered into on this ____ day of February, 2016 by and between City of North Royalton, hereinafter referred to as "Client," and Brown and Caldwell, a California corporation, its affiliates and subsidiaries, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, Client is authorized to and desires to retain Consultant to complete the design and provide construction administration services for the Standby Emergency Generator Replacement project;

WHEREAS, Consultant has available and offers to provide personnel and facilities necessary to perform the desired services within the required time; and

WHEREAS, Client desires to retain Consultant to perform the services in the manner, at the time, and for the compensation set forth herein;

NOW, THEREFORE, Client and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

Client and Consultant agree that Project is as described in Exhibit A, entitled "Description of Project," dated January 22, 2016. If, during the course of Project, Client and Consultant agree to changes in Project, such changes shall be incorporated in this Agreement by written amendment.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described hereafter. Unless modified in writing by both parties, duties of Consultant shall not be construed to exceed those services specifically set forth herein.

A. Basic Services

Consultant agrees to perform those basic services described in Exhibit A entitled "Standby Generator Replacement," dated January 22, 2016 (the "Services"). Any tasks not specifically described in Exhibit A are Additional Services.

B. Additional Services

Client shall pay Consultant all fees and costs incurred in performing Additional Services provided the services were either (a) authorized by Client, or (b) required to be performed due to emergency conditions at the project site. In the event an emergency endangering life or property requires immediate action, the Client may give Consultant an oral instruction to proceed with an emergency change in the Services, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in Services, Consultant shall provide Client with a written estimate of any increased costs or delays as a result thereof. Within fifteen (15) days after receipt of Consultant's estimate, the parties shall negotiate a change order for such Additional Services performed as a result of the emergency. Unless otherwise agreed in

writing, Additional Services shall be performed in accordance with Consultant's standard billing rates at the time the Additional Services are performed.

C. Litigation Assistance

Unless specifically stated therein, the Scope of Services does not include assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Client.

III. RESPONSIBILITIES OF CLIENT

In addition to payment for the Services performed under this Agreement, Client shall:

1. Assist and cooperate with Consultant in any manner necessary and within its ability to facilitate Consultant's performance under this Agreement.
2. Designate in writing a person to act as Client's representative with respect to this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make decisions and execute documents on Client's behalf.
3. Furnish Consultant with all technical data in Client's possession including, but not limited to, maps, surveys, drawings, soils or geotechnical reports, and any other information required by, or useful to, Consultant in performance of its Services under this Agreement. Consultant shall be entitled to rely upon the information supplied by Client.
4. Notify Consultant of any known potential health or safety hazards existing at or near the project site.
5. Provide access to and/or obtain permission for Consultant to enter upon all property, whether or not owned by Client, as required to perform and complete the Services.
6. If Consultant's scope of work includes services during construction, Client will make its best efforts to require the construction contractor to indemnify and hold harmless Consultant, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Client will require the contractor to name Consultant, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein.

Client will furnish contractor's certificates of insurance evidencing that Consultant, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Consultant shall be excess and noncontributory. The

certificates shall provide that Consultant be given 30 days' written notice prior to any cancellation thereof.

IV. AMERICANS WITH DISABILITIES ACT

Any other provision of this Agreement to the contrary notwithstanding, unless otherwise specified in the Scope of Services, Client shall have responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

V. AUTHORIZATION AND COMPLETION

In signing this Agreement, Client grants Consultant specific authorization to proceed with work specified in Exhibit B. The estimated time for completion is within 30 calendar days of the date Consultant receives authorization to proceed with the work from Client. Consultant shall use its best efforts to perform the work specified in Exhibit B within the estimated time.

VI. COMPENSATION

A. Amount

For the Services described in Exhibit A, Client agrees to pay, and Consultant agrees to accept compensation in accordance with Exhibit A. Where Consultant has provided Client with a breakdown of the total compensation into subtasks, such breakdowns are estimates only. Consultant may reallocate compensation between tasks, provided total compensation is not exceeded without the approval of Client.

B. Payment

As long as Consultant has not defaulted under this Agreement, Client shall pay Consultant within 30 days of the date of Consultant's invoices for services performed and reimbursable expenses incurred under this Agreement. If Client has reason to question or contest any portion of any such invoice, amounts questioned or contested shall be identified and notice given to Consultant, within 15 days of the date of the invoice. Any portion of any invoice not contested shall be deemed to be accepted and approved for payment and shall be paid to Consultant within 30 days of the date of the invoice. Client agrees to cooperate with Consultant in a mutual effort to resolve promptly any contested portions of Consultant's invoices.

In the event any uncontested portions of any invoice are not paid within 30 days of the date of Consultant's invoice, interest on the unpaid balance shall accrue beginning with the 31st day at the maximum interest rate permitted by law, and Consultant shall have the right to suspend work per Article XV, Suspension of Work.

VII. RESPONSIBILITY OF CONSULTANT

A. Standard of Care - Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Consultant shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. Consultant does not expressly or impliedly warrant or guarantee its Services.

B. Reliance upon Information Provided by Others

If Consultant's performance of services hereunder requires Consultant to rely on information provided by other parties (excepting Consultant's subcontractors), Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

C. Consultant's Opinion of Probable Costs (Cost Estimate)

Client acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Client acknowledges that such influences may not be precisely forecasted and are beyond the control of Consultant and that actual costs incurred may vary substantially from the estimates prepared by Consultant. Consultant does not warrant or guarantee the accuracy of construction or development cost estimates.

D. Construction Phase Services

1. Consultant's Activities at Construction Site. The presence of Consultant's personnel at a construction site, whether as on-site representative, resident engineer, construction manager, or otherwise, does not make Consultant responsible for those duties that belong to Client and/or construction contractors or others, and does not relieve construction contractors or others of their obligations, duties, and responsibilities, including, but not limited to, construction methods, means, techniques, sequences, and procedures necessary for completing all portions of the construction work in accordance with the contract documents, any health or safety programs and precautions required by such construction work, and any compliance with applicable laws and regulations. Any inspection or observation of the contractor's work is solely for the purpose of determining that the work is generally proceeding in conformance with the intent of the project specifications and contract documents. Consultant makes no warranty or guarantee with respect to the performance of a contractor. Consultant has no authority to exercise control over any construction contractor in connection with their work or health or safety programs and precautions. Except to protect Consultant's own personnel and except as may be expressly required elsewhere in the scope of services, Consultant has no duty to inspect, observe, correct, or report on health or safety deficiencies of the construction contractor.
2. Shop Drawing and Submittal Review. If required by Consultant's Scope of Services, Consultant shall review shop drawings or other contractor submittals for general conformance with the intent of the contract documents. Consultant shall not be required to verify dimensions, to engineer contractor's shop drawings or submittals, nor to coordinate shop drawings or other submittals with other shop drawings or submittals provided by contractor.
3. Record Drawings. Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

VIII. ASSIGNMENT OF TASKS TO AFFILIATES

- A. If the authorized scope of work includes construction activities or the oversight of construction, Consultant may, upon Client's consent which shall not be unreasonably withheld, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.
- B. If the authorized scope of work requires professional services to be performed in a jurisdiction in which Consultant renders professional services solely through a locally registered engineering affiliate for purposes of compliance with professional licensing requirements in that jurisdiction, Consultant may, in its discretion, upon notice to Client, assign its contractual rights and obligations with respect to such activities or services to such locally registered engineering affiliate.

IX. ASBESTOS/HAZARDOUS MATERIALS

Consultant and Consultant's subcontractors shall have no responsibility for the discovery, handling, removal, or disposal of or exposure of persons to asbestos or hazardous or toxic materials that are present in any form at the Project site. Professional services related to or in any way connected with the investigation, detection, abatement, replacement, use, specification, or removal of products, materials, or processes containing asbestos or hazardous or toxic materials are beyond the scope of this Agreement. Client shall be solely responsible for notifying all appropriate governmental agencies, including the potentially effected public, of the existence of any hazardous or toxic materials located on or in the project site at any time.

In the event Consultant encounters asbestos or hazardous materials at the jobsite, Consultant may, at its option and without liability for damages, suspend the performance of services on the Project until such time as Client and Consultant mutually agree on an amendment to this Agreement to address the issue, or Client retains another specialist consultant or contractor to identify, classify, abate and/or remove the asbestos and/or hazardous materials.

X. CONSULTANT'S WORK PRODUCT

- A. Scope
Consultant's work product which is prepared solely for the purposes of this Agreement, including, but not limited to, drawings, test results, recommendations and technical specifications, whether in hard copy or electronic form, shall become the property of Client when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work product for its records.

Consultant and Client recognize that Consultant's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. Client's alteration of Consultant's work product or its use by Client for any other purpose shall be at Client's sole risk.

- B. Electronic Copies
If requested, solely as an aid and accommodation to Client, Consultant may provide copies of its work product documents in computer-readable media ("electronic copies," "CADD"). These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. Client is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator

inexperience and file modification. Consultant will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. Consultant shall not be responsible for any unauthorized change or alteration of electronic copies and CADD documents.

XI. INDEMNIFICATION

A. Indemnification of Client

Consultant agrees to indemnify and hold Client harmless from and against any liability to the extent arising out of the negligent errors or negligent omissions of Consultant, its agents, employees, or representatives, in the performance of Consultant's duties under this Agreement.

B. Consequential Damages

Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

XII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain the following minimum insurance:

1. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad-form property damage liability coverage. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory workers' compensation and employer's liability insurance as required by state law.
4. Professional liability insurance. The policy limit shall be not less than \$1,000,000.

Client shall be named as additional insured on policies 1 and 2 above. Upon request, a certificate of insurance will be provided to Client with a 30-day written notice in the event the above policies are cancelled.

XIII. CONFIDENTIALITY

Consultant agrees it will maintain the confidentiality of material it receives from Client which Client has clearly identified as "Confidential" and will not disclose, distribute, or publish to any third party such confidential information without the prior permission of Client. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that:

- 1) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees;
- 2) was available to Consultant on a non-confidential basis prior to its disclosure by Client;
- 3) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

In the event Consultant is compelled by subpoena, court order, or administrative order to disclose any confidential information, Consultant shall promptly notify Client and shall cooperate with Client prior to

disclosure so that Client may take necessary actions to protect such confidential information from disclosure.

XIV. SUBCONTRACTS

Consultant shall be entitled, to the extent determined appropriate by Consultant and with the written approval of Client, to subcontract any portion of the services to be performed under this Agreement.

XV. SUSPENSION OF WORK

Work under this Agreement may be suspended as follows:

1. By Client. By written notice to Consultant, Client may suspend all or a portion of the Work under this Agreement if unforeseen circumstances beyond Client's control make normal progress of the Work impracticable. Consultant shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. If suspension is greater than 30 days, then Consultant shall have the right to terminate this Agreement in accordance with Article XVI, Termination of Work.
2. By Consultant. By written notice to Client, Consultant may suspend the Work if Consultant reasonably determines that working conditions at the Site (outside Consultant's control) are unsafe, or in violation of applicable laws, or in the event Client has not made timely payment in accordance with Article VI, Compensation, or for other circumstances not caused by Consultant that are interfering with the normal progress of the Work. Consultant's suspension of Work hereunder shall be without prejudice to any other remedy of Consultant at law or equity.

XVI. TERMINATION OF WORK

- A. This Agreement may be terminated by Client as follows: (1) for its convenience on 30 days' notice to Consultant, or (2) for cause, if Consultant materially breaches this Agreement through no fault of Client and Consultant neither cures such material breach nor makes reasonable progress toward cure within 15 days after Client has given written notice of the alleged breach to Consultant.
- B. This Agreement may be terminated by Consultant as follows: (1) for cause, if Client materially breaches this Agreement through no fault of Consultant and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Consultant has given written notice of the alleged breach to Client, or (2) upon five days' notice if work under this Agreement has been suspended by either Client or Consultant for more than 30 days in the aggregate.
- C. Payment upon Termination
In the event of termination, Consultant shall perform such additional work as is reasonably necessary for the orderly closing of the Work. Consultant shall be compensated for all work performed prior to the effective date of termination, plus work required for the orderly closing of the Work, including: (1) authorized work performed up to the termination date plus termination expenses, including all labor and expenses, at Consultant's standard billing rates, directly attributable to termination; (2) all efforts necessary to document the work completed or in progress; and (3) any termination reports requested by Client.

XVII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Except as otherwise set forth under Article VIII, Assignment of Tasks to Affiliates, this Agreement may not be assigned by Client or Consultant without prior, written consent of the other.

XVIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Consultant are intended solely for the benefit of Client, and no benefit is conferred on, nor contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Consultant's services, opinions, recommendations, plans, or specifications without the express written consent of Consultant. No right to assert a claim against the Consultant, its officers, employees, agents, or consultants shall accrue to the construction Contractor or to any subcontractor, supplier, manufacturer, lender, insurer, surety, or any other third party as a result of this Agreement or the performance or nonperformance of the Consultant's services hereunder.

XIX. FORCE MAJEURE

Consultant shall not be responsible for delays caused by circumstances beyond its reasonable control, including, but not limited to (1) strikes, lockouts, work slowdowns or stoppages, or accidents, (2) acts of God, (3) failure of Client to furnish timely information or to approve or disapprove Consultant's instruments of service promptly, and (4) faulty performance or nonperformance by Client, Client's independent consultants or contractors, or governmental agencies. Consultant shall not be liable for damages arising out of any such delay, nor shall the Consultant be deemed to be in breach of this Agreement as a result thereof.

XX. INTEGRATION

This Agreement represents the entire understanding of Client and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties. Any purchase order issued by Client, whether or not signed by Consultant, and any terms and conditions contained in such purchase order which are inconsistent with this Agreement shall be of no force and effect.

XXI. SEVERABILITY

If any part of this Agreement is found unenforceable under applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXII. CHOICE OF LAW/JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Ohio. Jurisdiction of litigation arising from the Agreement shall be the State of Ohio.

XXIII. NOTICES

All notices required under this Agreement shall be delivered by facsimile, personal delivery or mail and shall be addressed to the following persons:

Tony Blanc
Project Manager
Brown and Caldwell
6055 Rockside Woods Blvd., Suite 350
Independence, Ohio 44131
Fax: 216.606.1350

City of North Royalton
Superintendent
Mr. Timothy Tighe
11675 Royalton Road
North Royalton, Ohio 44133
Fax: 440.582.9281

Notice shall be effective upon delivery to the above addresses. Either party may notify the other that a new person has been designated by it to receive notices, or that the address or Fax number for the delivery of such notices has been changed, provided that, until such time as the other party receives such notice in the manner provided for herein, any notice addressed to the previously-designated person and/or delivered to the previously-designated address or Fax number shall be effective.

XXIV. AUTHORIZATION

The persons executing this Agreement on behalf of the parties hereto represent and warrant that the parties have all legal authority and authorization necessary to enter into this Agreement, and that such persons have been duly authorized to execute this Agreement on their behalf.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Brown and Caldwell

City of North Royalton

Signature

Signature

Printed Name

Printed Name

Title

Title

Federal Tax ID number: 94-1446346

EXHIBIT A
Project Description
City of North Royalton
Standby Emergency Generator Replacement
January 22, 2016

General Description for Scope of Work:

1. Replace the existing Cummins 300KW generator with a new 300 KW generator. New generator is to run on diesel fuel only. Name three manufacturers, Cummins, CAT and Kohler.
2. Require a backup generator and switch by the Contractor during replacement so that the plant is not without back up power during the construction period.
3. Replace transfer switch, if required or recommended by manufacturer. Retain existing service entrance distribution panelboard.
4. Perform a generator load analysis/assessment based on the City's as-built one-line diagrams, electrical utility bills and existing operations procedures.
5. Provide for remote monitoring of generator/battery/transfer switch statuses by the existing SCADA. The status signals to be monitored will be similar to what is currently being monitored by the PLC. Provide alarm notification if generator is running near 125% of its kW rating. Run new cable and conduit from the generator to PLC-OB.
6. Continue to use the UST as the storage tank for the diesel fuel.
7. Provide analysis for maintenance access platform of new generator and subsequent structural design to fit new footprint. Include design for any necessary room modifications if required (walls, doors, etc.)
8. Complete necessary air and PTI permits for signature by City.

Assumptions:

1. Assume that no geotechnical work will be required for the completion of the design.
2. City will provide as-built drawings record of the substation and service entrance distribution panelboard one-lines, electrical plan(s), elevation(s) and the necessary site plan for the overall project and UST closure.
3. By using asbuilt drawings, no surveying will be required for the design.
4. City will provide their current front end documents for the project specifications, including all bid documents required for bidding. It is our understanding that the City utilizes EJCDC C-700 Standard General Conditions of the Construction Contract. Any fees or licenses associated with the use of this document are paid and managed by the City of North Royalton and BC will not be responsible or required to pay any fees associated with the use of this document. Any forms or documents which require changes to make them specific to this process will be provided in their original format (word, excel, etc.) so that they can be modified without the need to recreate the document.
5. City will pay for all permit fees to the appropriate agencies.

6. Existing generator sits on top of the distribution grid for the plant and is sufficient for operation of critical running loads at the plant during an electrical outage. No calculations or evaluations are required to determine size of the new generator.
7. The plant is not required to have two power sources at all times to meet permit.
8. PLC programming modifications/system integration is not included in this Scope of Work.
9. Part time RE services will be provided for 8 weeks at 20 hours per week.
10. Assume the City's current generator load-stepping procedures will not change with the new generator.
11. Assume that a proper grounding system (i.e. grounding grid, ground rods, etc.) exists for the new generator.
12. Assume all technical specifications provided for Standby Generator at Plant A can be reused with minor modifications for Plant B Bid Set.

Phase 100- Design

- Task 10: Basis of Design Report
- Task 20: Constructability Workshop
- Task 30: Permitting
- Task 40: 50% Design
- Task 50: 100% Design
- Task 100: Meetings
- Task 150: Project Management/Safety Plan

Phase 200 - Bidding

- Task 10: Bid Documents
- Task 20: Addendums
- Task 30: Bid Analysis

Phase 300 - Construction

- Task 10: Submittals
- Task 20: Contractor questions / RFIs
- Task 30: Change Orders
- Task 40: RE Services
- Task 50: Start-up Services
- Task 60: O&M Manuals and Record Drawings
- Task 100: Project Management/Meetings

SCOPE OF WORK

The following scope of work summarizes the objectives, activities and deliverables associated with each task to be performed by the project team

Phase 100- Design

Task 10 – Basis of Design Report

Basis of design will consist of a tech memo that documents the following items:

- Power requirement, provided by the City
- Proposed location of generator
- Permitting Requirements

Task 20 - Constructability Review Workshop

Prepare for and participate in Constructability Review workshop to evaluate construction procedures and preliminary sequencing of work.

Task 30 - Permitting

Review and establish needs for PTI and air permit requirements.

Task 40 –50% Design

Complete 50% Drawings for City review.

Complete list of anticipated specifications and preliminary specifications for all major equipment.

Complete draft documents for air permits.

Task 50 – 100% Design

Complete 100% Drawings for City review.

Complete all specifications.

Complete final air permits.

Complete PTI for submittal to OEPA.

Prepare preliminary documentation for UST closure.

Task 100 Meetings

Conduct the following meetings with plant personnel:

- Kick-Off Meeting
- Review meeting for Basis of Design Report

Task 150 Project Management/Safety Plan

- Project Management Plan
- Invoice/Monthly Review
- Safety Work plan

Phase 200 - Bidding

Task 10 - Bid Documents

Compile plans and specification for printing and delivery to interested parties (up to 30 copies, 11"x17" drawings). Prepare legal notice and participate in prebid meeting.

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Take contractors questions, develop responses to questions and assemble addendums to answer questions. Assume two (2) addenda. Assume a 30 day bid period.

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Evaluate three lowest bids for conformance with bid documents. Check references and make a recommendation of award to the City.

Phase 300 – Construction Administration

Task 10 - Submittals

Maintain project files of approved submittals.

Review detailed construction shop drawings and other information submitted by the Contractor for compliance with the design concept and the requirements of the Contract Documents. Such data shall be recommended for approval, returned for revision, rejected, or noted as information only. Assume up to 25 shop drawings, a total of five (5) re-submittals have been assumed.

Task 20 - Contractor questions / RFIs

Prepare responses to Requests for Information (RFIs). Assume up to 10 RFIs.

Consider and evaluate the Contractor's suggestions for modifications to the Contract Documents and report recommendations to the Construction Supervisor. Assume up to 5 suggestions for modifications.

Task 30 - Change Orders

Assist in the preparation of and administration of work authorizations and claims. Assume up to five (5) work authorizations and one (1) claim.

Task 40 - RE Services

Provide for on call Resident Engineering Services up to 120 hours (6 weeks with an assumption of 20 hours per week).

Task 50 - Start-up Services

Oversee the Contractor's startup for the generator and the service entrance distribution panel.

Task 60 - O&M's and Record Drawings

Review Contractor's as-built red line drawings for accuracy and completeness. Compile record drawings from reviewed set in hard copy/electronic format.

Review Contractors'/Vendors' O&M training outlines and materials and recommend changes as needed.

Task 100 – Meetings

Participate in a Pre-Construction Meeting.

Participate in up to five (5) onsite meetings with the Contractor.

Deliverables:

DRAWINGS

- Cover
- Site Plan
- Building and Electrical Demolition
- Electrical One-Line Demolition
- Electrical Legend and Symbols Sheet
- Electrical Abbreviations and General Notes
- Electrical Plan
- One-line Diagram
- Miscellaneous Control/Monitoring Circuit Diagrams
- Electrical Details (2)

SPECIFICATIONS

- EJCDC Front End Documents
- Division 1 specifications (sequencing, submittals, scheduling, etc.)- 12 Sections
- Louvers
- Demolition
- Generator (Equipment spec)
- Commissioning of Electrical Systems
- General Requirements for Electrical Work
- Automatic Transfer Switch, if required
- Low Voltage Conductors, Wire and Cable
- Raceways, Boxes and Supports

Proposed Fee

The proposed fee for the work described above is presented in Table 1.

Phase	Phase Description	Total Effort
100	Design	\$65,397
200	Bidding	\$9,660
300	CA/RE Services	\$50,942
	Lump Sum	\$126,000
	Not to Exceed	

Contract # RS 901216

Vendor # 49874

Middletown Ford Fleet Department
1750 N. Verity Parkway
Middletown, OH 45042
(513) 420-8700

ashley.hillis@middletownford.com
darco.murphy@middletownford.com

To whom it may concern,

Thank you for allowing Middletown Ford to bid on your:

Vehicle Information							Date: 01/26/2016
Item #	Year	Make	Model	Trim	Body Style	Color	No. of Units
15AT	2016	Ford	F-150	XL	Reg cab 4X4	Oxford White	1

Buyer Information						
Name	Address	City	State	Zip Code	Phone Number	
City of north Royalton					440-237-5010	

Vehicle Bid (Per Unit)			Amount Due At Inception:	
Item ID No.	Description	Selling Price	Down Payment:	
15AT	2016 F-150	\$23,715.16	Cash Deposit:	\$0.00
	6.5 bed	-\$280.00	Cash Down Payment:	\$0.00
	5.0 v8	\$1,483.20		
	Snow Plow Prep	\$48.41	Rebate(s):	
	N/A	\$0.00	N/A	\$0.00
	N/A	\$0.00		
	N/A	\$0.00	Trade(s):	
	N/A	\$0.00	Trade 1	\$0.00
	Delivery	\$197.10	Trade 2	\$0.00
	Title Fee	\$0.00	Trade 3	\$0.00
	Reg. Fee (45-Day Tag)	\$18.50	Total Net Trade(s)	
	Other Fees	\$0.00		
	Total Due	\$25,182.37	Total Credits	\$0.00

We would also like to announce that we participate in the state's Minority Business Enterprise (MBE) Program.

Please see attached documents for further details. We greatly appreciate you giving Middletown Ford the opportunity to earn your business. The above quote is good for thirty days unless otherwise specified. State bids follow bid terms as specified in the state contract. **PLEASE NOTE ANY ADDED FEATURES SUCH AS DUMP BODIES, UTILITY BODIES, SNOW PLOWS ETC.. WILL ADD 6 TO 8 WEEKS ON DELIVERY TIME.**
WE ALSO ACCEPT TRADE-INS!

Sincerely,
Ashley Hillis, Fleet Manager
Darco Murphy, Fleet Director

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 16, FIRE PREVENTION CODE, CHAPTER 1610 STANDARDS BY CREATING A NEW SECTION 1610.22 FIRE AND SMOKE DAMPER INSPECTIONS, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton wishes to establish regulations governing conditions hazardous to life and property from fire, smoke and explosion; and

WHEREAS: Fire and smoke dampers are fire prevention products used in HVAC ducts to prevent the spread of fire and smoke inside HVAC ducts through walls, floors and ceilings; and

WHEREAS: Council wishes to provide for Fire and Smoke Damper Inspections of all Heating Ventilation Air Condition Units (hereinafter referred to as "HVAC") in city owned, operated, or leased buildings, in order to protect the health and welfare of city workers, visitors and safety forces in its buildings and so as to ensure the city is in compliance with the most current National Fire Protection Association (hereinafter referred to as NFPA) regulations; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of City of North Royalton, Part 16, Fire Prevention Code, Chapter 1610 Standards, by creating a new Section 1610.22 Fire and Smoke Damper Inspections; 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. Part 16 Fire Prevention Code, Chapter 1610 Standards of the Codified Ordinances of the City of North Royalton is hereby amended by creating a new Section 1610.22 Fire and Smoke Damper Inspections which shall hereinafter read as follows:

1610.22 FIRE AND SMOKE DAMPER INSPECTIONS

(a) **Fire and Smoke damper inspection program.** *A fire and smoke damper inspection program is hereby established for buildings owned, operated, or leased by the City of North Royalton, for the purpose of ensuring that fire and smoke dampers are in working order to prevent the spread of fire and smoke inside walls and floors.*

(b) **Definitions**

(1) **Fire damper:** *A listed device installed in ducts and air transfer openings designed to close automatically upon detection of heat and resist the passage of flame. Fire dampers are classified for use in either static systems that will automatically shut down in the event of a fire, or in dynamic systems that continue to operate during a fire. A dynamic fire damper is tested and rated for closure under elevated temperature airflow.*

(2) **Smoke damper:** *A listed device installed in ducts and air transfer openings designed to resist the passage of smoke. The device is installed to operate automatically, controlled by a smoke detection system, and where required, is capable of being positioned from a fire command center.*

(c) **Regulations Governing Inspections and Requirements for Inspectors.** *All Fire and Smoke Damper Units in buildings owned, operated or leased by the city shall be tested and inspected in accordance with National Fire Protection Association standards (hereinafter referred to as "NFPA"). Said NFPA standards are incorporated in this Chapter by reference as if fully set forth at length herein as it relates to Fire and Smoke Damper Inspections.*

The testing and inspections shall be conducted by technicians and contractors who have been certified by the International Certification Board (hereinafter referred to as "ICB") and American National Standards Institute (hereinafter referred to as "ANSI") to ensure the quality and knowledge of the inspection process.

(d) **Regularity and Monitoring of Inspections.** *All fire and smoke damper units in municipal buildings shall be inspected every four (4) years. Compliance with this inspection requirement shall be monitored by the Building Division and the Fire Chief. Within eighteen months of the effective date of this Ordinance, the city shall complete the inspection and repair of all fire and smoke dampers located in all city buildings.*

(e) **Record of Inspections and Repairs.** *The results of the testing and inspections are to be given to the Fire Chief and Building Division within thirty (30) days of the completion of the inspection, or immediately upon completion of the test and inspection if an imminent safety risk.*

ORDINANCE NO. 16-35

INTRODUCED BY: Nickell, Kasaris, Antoskiewicz
Co-sponsor: Langshaw, Muller

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART FOURTEEN BUILDING AND HOUSING CODE, CHAPTER 1426 RESIDENTIAL CODE OF OHIO, SECTION 1426.04 AMENDMENTS, PARAGRAPH (h)(2), AND DECLARING AN EMERGENCY

WHEREAS: It has been determined to be necessary to amend the Codified Ordinances of the City of North Royalton, Part Fourteen Building and Housing Code, Chapter 1426 Residential Code of Ohio, Section 1426.04 Amendments, Paragraph (h)(2) in order to provide for updated language pertaining to Accessory Buildings and Detached Garages; and

WHEREAS: Council desires to provide for these amendments.

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

Section 1. Part Fourteen Building and Housing Code, Chapter 1426 Residential Code of Ohio, Section 1426.04 Amendments Paragraph (h)(2) of the Codified Ordinances of the City of North Royalton is hereby amended to herein read as follows:

- (h) Accessory Buildings and Detached Garages.
 - (2) Accessory buildings with ~~100~~ 200 square feet or less in area shall be placed on a 4 inch concrete slab on grade. ***Subject to the approval of the Building Commissioner and/or the City Engineer, the requirement for a concrete slab can be waived if hardships due to topography or drainage exist.*** ~~An accessory building between 100 square feet and 200 square feet in area shall be placed on a 4 inch concrete slab with footer depths of 12 inches. An accessory building between 200 and 400 square feet in area shall be placed on a 4 inch concrete slab with a footer depth of 24 inches. All accessory structures over 400 square feet in area shall have a footer depth of 36 inches.~~

Section 2. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 3. Section 1426.04 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of this section shall remain in full force and effect.

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 it is immediately necessary to amend the Codified Ordinances of the City of North Royalton, Part Fourteen Building and Housing Code, Chapter 1426 Residential Code of Ohio, Section 1426.04 Amendments, Paragraph (h)(2) in order to provide for updated language pertaining to Accessory Buildings and Detached Garages.

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: