

AGREEMENT

Between

THE CITY OF CLEVELAND HEIGHTS

And

OHM ADVISORS

THIS AGREEMENT for professional services is made this 6th day of June, 2025, between the City of Cleveland Heights ("City"), a municipal corporation of the State of Ohio, by and through its Mayor under the authority pursuant to C.O. 171.02., and OHM Advisors ("Consultant"), an Ohio corporation, by and through its duly authorized officer. City and Consultant may be individually referred to as a "Party" or collectively as "Parties."

RECITALS:

1. The City desires to supplement the regularly employed staff of the several departments of the City in order to provide grant support services in pursuit of an Implementation Grant through the SS4A program and other safety grant opportunities which may help fund the City's priorities established in the CESAP.

2. Consultant has proposed by its proposal dated June 5th, 2025 to provide such professional services to the City.

3. The City finds Consultant's Proposal acceptable and desires to hire and engage Consultant to supplement the staff of the City and furnish professional services in accordance with the Consultant's Proposal and the terms, conditions and provisions in this Agreement.

IN CONSIDERATION OF THE FOREGOING, the payments and the mutual agreements of the parties contained in this Agreement, the parties agree as follows:

Section 1. Scope of Service

A. As of the date of this execution of this Agreement, the Consultant's Proposal of June 5th, 2025 will be attached as **Exhibit A**. Complete copy of **Exhibit A** is attached to the original of this Agreement on file in the City's Division of Accounts and made a part of this Agreement as if fully written in this Agreement, except as changed or modified by any provisions of this Agreement.

B. The City engages the services of Consultant and Consultant agrees to provide, professional services as defined in this Agreement and in Consultant's Proposal referred to as the "Work".

C. Any subcontract made by Consultant with the consent of the City shall incorporate by reference of all of the terms of this Agreement necessary for Consultant to meet its obligations to the City under this Agreement.

D. Consultant shall render such of the services included in the Work as may be requested by the Director. Such services shall be completed within the time period specified by the Director.

E. Consultant shall submit an appropriate written or oral report to the Director upon completion of each specific service requested.

F. At the request of the Director, Consultant shall provide a status report each month during the performance of the Work to describe the activities which took place during that month. The status report shall include reports of activities performed during the reporting period, activities planned for the next reporting period and should include descriptions of significant accomplishments, milestones, and problems encountered.

G. The term "Director", as used in this Agreement, shall mean and include the Director of Planning and such other duly authorized representatives as may be designated from time to time. The term "Consultant" shall mean OHM Advisors, its principals, officers, directors, employees, subcontractors, and subconsultants.

H. Approval by the Director, of services rendered under this Agreement, shall constitute only acknowledgement of performance, but shall not relieve or excuse Consultant from responsibility for any errors or omissions, and no fee or compensation will be paid to Consultant for the cost of rectification of any part of the Work required on account of such errors or omissions.

Section 2. Assistance of the City

The City shall assist Consultant to the extent possible as necessary during the term of this Agreement.

Section 3. Payments

A. The City shall pay Consultant for the accomplishment of all services in the performance of the Work hereunder a total cost ("Total Cost") not to exceed the amount of Twenty Thousand Dollars (\$20,000).

B. Consultant shall submit a monthly request for payment in writing to the Director for approval. Any request for payment shall include a description of the Work completed. Invoices shall provide the date services were rendered; the name of the City employee requesting the services; the project name and location where the services were performed; a detailed description of the particular services provided; citing to appropriate Fee schedule item; the time expended, if applicable; and the applicable rate or charge according to the Fee Schedule Item.

C. The City is exempt from all sales, use and excise taxes, and any other assessments in the nature of taxes. The City shall not pay any late charges, interest, finance charges or service charges.

D. Additional Services

No services beyond the scope of the Work or services that would require the City to exceed the Total Cost ("Additional Services") shall be compensated by the City except with prior approval of the City Board of Control, as necessary, and upon additional certification of funds for the costs of such services, issuance by the Director of a requisition and order for such services, and modification of this Agreement in writing. Invoices for Additional services shall be in the same detail and form as provided for regular services and shall be submitted monthly during the time the Additional Services are rendered.

Section 4. Cancellation

A. This Agreement may be cancelled by the City at any time with cause upon written notice of intent to cancel when either the progress or results achieved under this Agreement are unacceptable to the City.

B. If this Agreement is canceled by the City prior to completion, Consultant within ten (10) days of such cancellation, shall submit final progress report of the percentage of Work completed by the date of cancellation. The City shall pay Consultant for the Work completed as certified in this statement and as approved by the Director. Notwithstanding any other provision of this Agreement, all records, documents, materials and working papers prepared as part of the Work under this Agreement shall become and remain the property of the City, and upon any such cancellation, Consultant shall turn over to the City

all records, judgments, documents, working papers and other materials which would be necessary, in the judgment of the City, to maintain continuity in progress of the Work by another Consultant.

Section 5. Assignment Prohibited; Subconsultants

A. Consultant may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part of this Agreement, or any right or privilege created under this Agreement, nor shall any subconsultant commence performance of any part of the services included in this Agreement, without first obtaining written consent of the City, as expressed by resolution of its Board of Control. Upon any attempt by Consultant to do otherwise, this Agreement shall immediately terminate. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

B. Consultant shall be and remain solely responsible to the City for the acts or faults of any subconsultant and of such subconsultant's officers, agents and employees, each of whom shall for this purpose be deemed to be an agent or employee of Consultant to the extent of its subcontract. As a prior condition to approval of a subconsultant, Consultant shall file a conformed copy of the applicable subcontract with the City.

Section 6. Professional Responsibility; Indemnification

A. Professional Responsibility.

Consultant shall be responsible for the professional quality and technical accuracy of all services performed hereunder consistent with the Standard of Care defined in Section 15 H of this Agreement. Consultant shall be and remain liable to the City in accordance with applicable law for damage to the City caused by Consultant's breach of the Standard of Care in the performance of Consultant's professional services under this Agreement

B. Indemnification.

Consultant shall indemnify and save harmless the City and its respective officers, employees, successors and assigns, for and from suits, claims, fines, loss, cost, damage, expense and liability, including reasonable attorney's fees, to the extent caused by its failure to comply with all applicable laws, ordinances, orders and regulations in the performance of Consultant's services under this Agreement, and from loss of life or damage or injury to persons or property of any person, including but not limited to the employees and invitees of the City and to the property of any of them, to the extent caused by the negligent act, error or omission of Consultant or its subconsultants in their performance of this

Agreement. Nothing stated in this Agreement shall prevent Consultant from seeking indemnification from Consultant's subconsultants. This indemnification clause shall survive the completion of the services to be performed under this Agreement and the termination of this Agreement.

Section 7. Insurance Requirement

A. Consultant and each of its subconsultants shall, at their expense and at all times during the performance of services, under this Agreement, maintain comprehensive general and professional liability insurance. Consultant shall require subconsultants to obtain insurance and shall be responsible for enforcement of its subconsultant's obligation to obtain insurance to satisfy the requirements under this Agreement. The policies shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The comprehensive general liability insurance policy shall: be occurrence type; name the City as an additional insured; have limits of not less than One Million Dollars (\$1,000,000.00) for any one incident; have a "per project" endorsement; and be primary with respect to Consultant's general liability, notwithstanding any other insurance covering the City. Consultant's insurance policy shall include valuable papers coverage in the amount of One Hundred Thousand Dollars (\$100,000.00). The professional liability insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the Work. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies or insurance in amounts as follows:

Business Automobile Liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than the combined limit of One Million Dollars (\$1,000,000.00) for bodily injury and property damage per occurrence.

B. Notice of Cancellation.

The insurance policy or policies provided hereunder shall provide as follows:

“The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Law of the City of Cleveland Heights.”

In addition to the notification required of Consultant’s insurance company, Consultant shall notify the City, in writing, by certified mail to the Director of Law of the City of Cleveland Heights, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

C. Copy of Insurance Policy

Upon the request of the Director of Law of the City of Cleveland Heights, Consultant shall immediately provide the Director of Law with an exact copy of the insurance policy or policies required by this Agreement.

D. Certificate of Insurance

Upon execution of this Agreement, Consultant shall submit to the City a certificate(s) of insurance with respect to such policy or policies. Such certificate(s) of insurance shall contain the notification provision set forth in paragraph B above. If the additional insured endorsement required above is not available at the Agreement execution date, Consultant shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to the endorsement. Consultant shall also provide a copy of the endorsement naming the City as an additional insured under Consultant’s comprehensive general liability coverage. The endorsement shall be submitted no later than thirty (30) days after the execution date of this Agreement.

E. Policy

The policy or policies, certificate(s), Binder or Advice required in paragraphs C and D above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the coverage or carrier on any policy shall become unsatisfactory to the Director of Law, Consultant shall, immediately, provide a new policy meeting the requirements of the Director of Law.

F. No Limit of Liability

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Consultant is responsible under Section 6, Indemnity above.

City's examination of, or failure to request or demand, any evidence of insurance under this Agreement, shall not constitute a waiver of any requirement of this Section 7 and the existence of any insurance shall not limit Consultant's obligations under any provisions of this Agreement.

Section 8. State Industrial Compensation

Consultant shall be required at all times during the term of this Agreement to subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required under those laws and to save the City harmless from any and all liability from or under the act. It shall also furnish, upon request by the City, a copy of the official certificate or receipt showing the payments referred to above.

Section 9. Social Security Act

Consultant shall be and remain an independent contractor with respect to all services performed under this Agreement and agrees to and does accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or later imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by the Consultant on work performed under this terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may later be issued or promulgated under the respective laws by any duly authorized state or federal officials; and Consultant also agrees to indemnify and save harmless the City of Cleveland Heights from any such contributions or taxes or liability.

Section 10. Interest of Consultant

Consultant covenants that its principals have made no contributions to the Mayor of the City which would cause Consultant to be ineligible for the award of an unbid contract under division (I) or (J) of Section 3517.13 of the Ohio Revised Code, and that it has executed and submitted to the City an affidavit of such effect. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services required to be performed under this

Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Section 11. Defaults and Remedies

A. Default

Consultant shall be in default of this Agreement upon the happening of any of the following events:

1. If Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it under this Agreement and such failure continues for a period of five (5) days after written notice thereof is given Consultant by the City;

2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation, (ii) a petition in bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors; or

3. If Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance be caused by fire, earthquake, war, strike, or other calamity beyond its control.

B. Remedies

Upon the happening of any one or more of the events as set forth in paragraph A of this Section, or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

1. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions or conditions thereof;

2. Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance, all without terminating this Agreement; and/or

3. Terminate this Agreement.

C. Rights and Remedies Not Exclusive

All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and/or in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy granted in this Agreement or to which it may be otherwise entitled.

D. Consultant's Rights and Remedies

In the event the City fails to pay Consultant in accordance with the terms of this Agreement, Consultant may, after giving 7 days' notice to the City, suspend its services until payment in full for all services and expenses is received. Consultant may terminate this Agreement for cause, after giving 7 days' notice and opportunity to cure to the City. Consultant reserves all other rights and remedies it may have at law and/or in equity.

Section 12. Notice and Payments

All notices given by one party to the other under this Agreement shall be in writing and shall be delivered personally, sent by express delivery service, certified mail, or first-class U.S. mail, postage prepaid and addressed to the parties at the respective addresses set forth in this Agreement, or to such other address as either party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail. Such notices shall be sent to:

To the City: Director of _____
 City of Cleveland Heights
 City Hall, Room _____
 40 Severance Circle
 Cleveland Heights, Ohio 44118

To Consultant: _____

Section 13. Non-Discrimination Clause

This Agreement is a "contract" for the purposes of C.O. 171.011 and Consultant is hereby notified that it is prohibited from discriminating against any individual in violation of C.O. Chapter 749. A copy of this clause shall be made a

part of every subcontract or agreement entered into for goods or services and shall be binding on all entities, persons, firms, employees, agents, affiliates, assigns, and with whom Performer may deal.

Section 14. O.R.C. Compliance

Consultant hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

Section 15. Miscellaneous

A. Consultant agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing in this Agreement.

B. Nothing contained in this Agreement shall be deemed to constitute the City and Consultant as partners in a partnership or joint venture for any purpose whatsoever.

C. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause in this Agreement may require, the same as if such words have been fully and properly written in the number and gender.

D. The headings of sections and paragraphs, if any, to the extent used are used for reference only, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

E. In the event that any term(s) or provision(s) of this Agreement are held invalid, illegal or unenforceable, for any reason, by any court of competent jurisdiction, such invalidity, illegality or unenforceability should not affect any other term or provision of this Agreement, and this Agreement shall be interpreted and construed as if such term(s) or provision(s) had never been contained in this Agreement, to the extent the same has been held to be invalid, illegal or unenforceable.

F. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

G. In the event of any variance among the provisions of this Agreement and of Consultant's Proposal (**Exhibit A**), the provisions of the documents shall govern in the following order: (1) this Agreement; (2) Consultant's Proposal.

H. The Standard of Care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality.

I. This Agreement constitutes the entire Agreement of the parties and shall not be deemed amended except by a writing signed by the parties.

J. This Agreement and any claims arising under this Agreement or related to this Agreement, whether in contract or tort shall be governed by the laws of the Ohio. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

- K. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
- Provide access to the project site to allow timely performance of the services.
 - Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.

L. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.

M. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.

N. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project

related items at a rate of 1.15 times the invoice amount.

O. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.

P. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.

Q. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.

R. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.

S. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

T. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and

subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.

U. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.

V. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.

W. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.

X. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.

Y. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.

Z. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.

AA. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

The following attached documents are incorporated with and made part of this Agreement:

1. **Exhibit A** – Consultant's Proposal;

Complete copy of **Exhibits A** is attached to the original of this Agreement on file in the City's Division of Accounts. All other noted documents are attached.

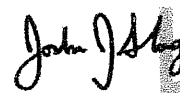
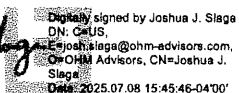
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IN WITNESS OF THIS AGREEMENT, the parties have caused this instrument to be executed as of the day and year written above.

CITY OF CLEVELAND HEIGHTS

By: 
Mayor Kahlil Seren

OHM Advisors

By:  
Digitally signed by Joshua J. Slaga
DN: cn=US,
E=joshuaslaga@ohm-advisors.com,
O=OHM Advisors, CN=Joshua J.
Slaga
Date: 2025.07.08 15:45:46-04'00'

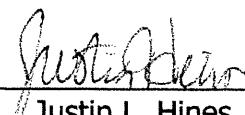
Title: Principal

Printed Name: Joshua Slaga

38-1691323
Taxpayer Identification Number

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

WILLIAM R. HANNA
Director of Law

By: 
Justin L. Hines
Assistant Director of Law

Date: 7/8/25



6/5/2025

Eric Zamft
Director of Planning & Development
City of Cleveland Heights
40 Severance Circle
Cleveland Heights, OH 44118

RE: Proposal for Professional Services
City of Cleveland Heights On-Call Engineering and Funding Services
Proposal #25103

Dear Director Zamft:

Thank you for contacting us to provide professional services to City of Cleveland Heights for the On-Call Engineering and Funding Services. We have prepared this letter proposal based on the information provided. This proposal represents our understanding of the project, scope of services, schedule and compensation.

Statement of Understanding

Cleveland Heights is requesting on-call services for transportation grants pursuits.

Scope of Services

OHM will provide professional services as requested by the City of Cleveland Heights. Prior to the commencement of each task, OHM will provide a scope, hour estimate, and fee budget to the County for review and approval. All tasks will be invoiced on an hourly basis.

Schedule

The on-call services will be active from authorization until December 31, 2026. We are prepared to commence work on this project upon receipt of your written authorization to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis.

Task	Cost
Task 1 – On-Call Services	\$20,000
Total	\$20,000

Notes:

1. The total fee represents the budget estimate for the Task (per the rates identified in our Hourly Rate Schedule). Budget estimate shall serve as a maximum. Any requested work beyond this fee must be approved by City of Cleveland Heights prior to proceeding.
2. Work will only be performed if agreed upon with Cleveland Heights and prior written authorization is provided by City of Cleveland Heights.



Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- ▶ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City of Cleveland Heights. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Cleveland Heights.

Client Responsibilities

- ▶ City of Cleveland Heights will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal, the Terms & Conditions and the other attachments will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 60 days. If you have any questions or comments, please contact me at josh.sлага@ohm-advisors.com or 216.280.3022.

Sincerely,
OHM Advisors

Acceptance
City of Cleveland Heights

Josh Slaga, PE, Principal

6/5/2025

Signature

Date

Kehli Seren, Mayor
Printed Name, Title

Attachments: Terms and Conditions
 Standard Rate Schedule

APPENDIX A

TERMS & CONDITIONS



1. **THE AGREEMENT.** These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. **CLIENT RESPONSIBILITIES.** CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. **PROJECT INFORMATION.** OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. **PERIOD OF SERVICE.** The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. **COMPENSATION.** CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT.** Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day unless an error/defect was flagged in the invoice which triggered the non-payment of the invoice and the efforts to cure extend beyond 30 day period.
7. **STANDARD OF CARE.** OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. **RESTRICTION OF REMEDIES.** OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. **LIMIT OF LIABILITY.** ~~To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.~~
10. **ASSIGNMENT.** Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. **NO WAIVER.** Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. **GOVERNING LAW.** The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. **INSTRUMENTS OF SERVICE.** OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. **CERTIFICATIONS.** OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. **TERMINATION.** Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. **RIGHT TO SUSPEND SERVICES.** In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. **OPINIONS OF PROBABLE COST.** OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. ~~As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for~~

~~consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.~~

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned fiscal officer of the City of Cleveland Heights, Ohio hereby certifies that the funds required to meet the obligations of the City for services rendered by OHM ADVISORS, under this agreement, which shall not exceed TWENTY THOUSAND DOLLARS (\$20,000), have been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Date

7 / 16 / 25

A handwritten signature in black ink, appearing to read "Brad Vant", is written over a horizontal line.