

RESOLUTION NO.: 25-2024
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CT CONSULTANTS, INC. TO PROVIDE MUNICIPAL ENGINEERING SERVICES TO THE CITY.

WHEREAS, CT Consultants, Inc. has proposed to provide routine professional engineering services to the City as provided in its Task Order No. 05, generally under the terms of the Agreement between the City and CT for Professional Services dated November 8, 2023, for the compensation of a lump sum monthly payment of Five Thousand Dollars (\$5,000.00) for a term of one (1) year commencing February 26, 2024, through February 25, 2025;

WHEREAS, the Mayor has recommended to this Council, and this Council desires to enter into, an agreement with CT Consultants, Inc. for routine municipal engineering services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into an agreement with CT Consultants, Inc. to provide routine professional municipal engineering services to the City as set forth in Task Order No. 5, attached hereto as Exhibit A, for a lump sum monthly payment of Five Thousand Dollars (\$5,000.00) for professional services performed thereunder for a term of one (1) year, commencing February 26, 2024, and running through February 25, 2025.

Section 2: The Director of Finance is authorized to utilize General Fund #100-6450-52130 or # 100-4400-53130 for the cost of the Agreement authorized in Section 1 above.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code,

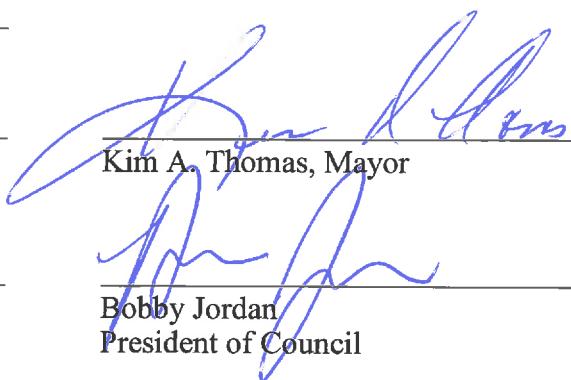
Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: February 27, 2024

APPROVED: February 27, 2024

ATTEST: Tracey J Blair

Tracey Blair
Clerk of Council


Kim A. Thomas, Mayor

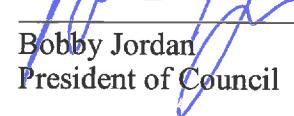

Bobby Jordan
President of Council

EXHIBIT A

This is **Attachment 1, Suggested Form of Task Order**, referred to in and part of the **Agreement between Owner and CT for Professional Services – Task Order Edition**, dated November 8, 2023.

Task Order

This is Task Order No. 05,
consisting of 3 pages

In accordance with Paragraph 1.01 of the Agreement Between Owner and CT for Professional Services – Task Order Edition, dated November 8, 2023 ("Agreement"), as modified below, Owner and CT agree as follows:

1. Background Data

- | | | |
|----|-------------------------------|-------------------------------------------|
| a. | Effective Date of Task Order: | February 26, 2024 |
| b. | Owner: | City of Richmond Heights ("CITY") |
| c. | Engineer: | CT CONSULTANTS, INC. ("CT") |
| d. | Specific Project (title): | Routine Professional Engineering Services |

2. Services of CT

The specific services to be provided or furnished by Engineer under this Task Order are:

1. The CT Consultant Inc.'s ENGINEER ("ENGINEER") will be available to meet with CITY personnel at mutually agreed times at City Hall and/or other CITY-owned properties. The ENGINEER and/or designee shall insure that they are at all times available and accessible to the Mayor, the Director of Public Service and the Commissioner of Building.
2. Attendance by the ENGINEER at regular Council, Committee and Planning Commission meetings, and other public, legislative or administrative meetings, as requested. Represent the CITY to public agencies that, for example, may involve the Cuyahoga County Department of Public Works, the Cleveland Division of Water, NEORSD, NOACA, and the State of Ohio.
3. Minor consultation and site inspection(s) with such authorized representatives of the CITY, providing such consultation requires no preparation of developing designs, detailed plans, detailed estimates, or field investigations.
4. Prepare estimated budgets of engineering and/or technical services in sufficient detail for review and approval.
5. Provide monthly and an annual report of improvements under the ENGINEER's charge, stating conditions of same, together with any other matters of interest as desired by the CITY.

Attachment 2, Standard Hourly Rate Schedule
Page 1

3. CITY's Responsibilities

CITY shall have those responsibilities set forth in Article 2 of the November 8, 2023 Agreement and subject to the following.

4. Payments to Engineer

CITY shall pay CT for services rendered under this Task Order as follows:

- As compensation for services identified for this task, the CT Consultants shall be paid a monthly payment of Five Thousand Dollars (\$5,000.00). For calendar year 2024, the amount shall be pro-rated over the number of days remaining in 2024 from the date of execution of this Agreement.

5. Other Modifications to Agreement and Exhibits: The following provisions of the Agreement, shall not apply to this Task Order No. 05:

- Paragraph 2.04 of the Agreement with respect to Reimbursable Expenses, shall not apply to Task Order No. 5. No reimbursable expenses shall be payable to CT without written prior approval of the CITY.
- Paragraph 6.06, Suspension and Termination, subparagraph 6.06 F., Payments upon Termination, shall not apply to Task Order No. 5. Upon termination of the Agreement, CT will be entitled to invoice the CITY solely for the pro-rated cost of CT's professional services provided through the effective date of termination.
- Paragraph 6.11, Indemnification, subparagraphs B. and D. with respect to the CITY's indemnification of CT, shall not be applicable to Task Order No. 5.

6. Attachments: N/A

7. Terms and Conditions:

Execution of this Task Order by CITY and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

In the event of a conflict between the provisions of this Task Order No. 5 and the provisions of the Agreement, the provisions of this Task Order No. 5 shall apply.

SIGNATURES ON NEXT PAGE

OWNER: City of Richmond Heights

By: _____

Kim A. Thomas, Mayor

Date: _____

ENGINEER: CT CONSULTANTS, INC.

By: _____

Name: _____

Title: _____

Date: _____

Engineer License or Firm's
Certificate No. (if required): _____

State of: _____

Approved as to legal form and correctness:

R. Todd Hunt, Director of Law
City of Richmond Heights

FISCAL OFFICER'S CERTIFICATE

As the fiscal officer of the City of Richmond Heights, I certify that as of the date of execution of the foregoing agreement the amount required to satisfy payment under this Task Order No. 5 with CT Consultants, Inc. has been fully appropriated, or authorized or directed for such purpose and is in the Treasury or is in the process of collection and is free from any obligation or certification now outstanding.

Date: _____, 2024

Michael Frederick, Director of Finance
City of Richmond Heights