



December 19, 2022

City of Parma  
Attn: Tony Vannello, Service Director  
6611 Ridge Road  
Cleveland, OH 44129

**RE: North Avenue Waterline Project**  
Location: Parma, Ohio  
Proposal #22290

Dear Mr. Vannello:


The following scope of services, price proposal, and project schedule represents our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

**Proposal Outline**

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Sincerely,  
OHM Advisors

Authorization to Proceed



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Chad M. Lewis, PE, Project Manager  
Chad.lewis@ohm-advisors.com  
D: 216.865.1345 C: 216.644.3987

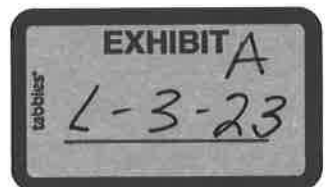
Signature



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Tony Slanec  
Principal  
Tony.slaneec@ohm-advisors.com

Printed Name Title



## Project Understanding

The North Avenue Waterline Project is a partnered venture with the City of Parma and Cleveland Water Department under the provisions set by the CWID Suburban Water Main Renewal Program. The project will replace approximately 4,380 lineal feet of 6" water main with 8" water main and resurface/overlay the existing pavement with the replacement limits with asphalt concrete. The project location is along North Avenue from State Road to Broadview Road. OHM Advisors proposes to provide survey, engineering, and bidding assistance services as described herein. This proposal does not include geotechnical or pavement coring services.

## Scope of Services - Information Gathering Tasks

### Task #2 Topographic Survey

- The following services are included in the fee shown:
    - Street limits and length summary as follows:
      - North Avenue from State Road to West 24<sup>th</sup> Street (3,280 LF)
      - North Avenue from West 24<sup>th</sup> Street to Broadview Road (1,065 LF)
      - Intersection Crossings at State Road, West 33<sup>rd</sup> Street, West 28<sup>th</sup> Street, West 24<sup>th</sup> Street (x2), Broadview Road ( 600 LF)
- 
- Right-of-Way Limits plus 10 Feet, both sides
  - Data Collected:
    - Mainline valves, fire hydrants, and other water main components
    - Meters, services, and valves to all water customers within the survey limits
    - Storm sewers, culverts, and sanitary sewers
    - All existing utilities (overhead and underground), as marked by OUPS or as provided in record plans in accordance with OUPS design ticket guidelines
    - All street pavement and curbs
    - Driveways, hard surfaces, landscape areas, trees, bushes, etc.
    - All other important topographic features that might impact construction
  - This information will be collected and provided in an AutoCAD format for use in design.

4,945 LF

## Scope of Services - Engineering Tasks

### Task #56 Pre-Design and Field Analysis

- The following services are included in the fee shown:
  - Analysis
    - The engineer shall utilize the field review to verify conditions for construction, maintaining traffic, repair/replacement effort, and to make notations of specific areas of concern and caution for the contractor.
  - Recommendation
    - The engineer will provide limits and type of work to be performed on designated streets along with associated construction estimates to aid in project decision making.

#### **Task #58 Schematic Design (30% Design)**

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- The following services are included in the fee shown:
  - Schematic design
    - Initial plan view layout of waterline and reconnection at side streets
    - Initial analysis of storm sewer impacts due to waterline construction
    - Initial analysis of sanitary sewer impacts due to waterline construction
    - Roadway typical section
    - Existing typical section(s) will be based upon best available information provided by the City of Parma
    - Initial analysis of site impacts, beyond the roadway including driveways, side streets, and adjacent property
    - Water main, hydrants, spacing, valve locations, etc.
  - Preparation of schematic level (30% design) plan set to include:
    - Title Sheet
    - Legend Sheet
    - Schematic Plan
    - Typical Sections
    - Plan & Profile Sheets
  - Preparation of Schematic level construction cost estimate
  - 30% Design submittal of plans to the following public agencies:
    - City of Parma
  - Submittal of 30% Design Plans to private utility companies for initial coordination of impacts/conflicts with their facilities for purposes of conflict resolution.

#### **Task #59 Design Development (75% Design)**

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- The following services are included in the fee shown:
  - Design Development of waterline replacement, and pavement overlay/resurfacing
    - Waterline Design
      - Detailed plan and profile design of watermain
      - Detailed plan and profile design of side street construction (Intersection areas only)
      - Detailed design of hydrants, valves, chlorination pits, etc.
    - Waterline Design at Storm Sewer/Culvert Crossing, as applicable
      - Plan and profile design waterline over or under major storm trunks/culverts
      - Necessary frost-proofing, pipe encasement, bore/jack, etc.
    - Waterline Design at Sanitary Crossings
      - Plan and profile design of waterline at sanitary trunks
    - Maintenance of Traffic Design
      - Preparation of local detours and signage
      - Preparation of local access details
      - Preparation of plan sheets showing MOT plan
  - Preparation of 75% Design Plan Set to include:
    - Title Sheet
    - Legend Sheet
    - Schematic Plan
    - Typical Sections
    - General Notes & Specifications
    - Maintenance of Traffic Plan & Notes

- General Summary
- Subsummaries
- Plan & Profile Sheets
- Side Roads Waterline Profile Sheets
- Sewer Crossings Details
- Cleveland Water Notes, Specifications, and Details
- Preparation of Design Development level construction cost estimate
- Submittal of 75% design plans to the following public agencies:
  - City of Parma
  - City of Cleveland, Division of Water
  - Cuyahoga County Department of Public Works
- Submittal of 75% Design Plans to private utility companies for continuing coordination of impacts/conflicts with their facilities for purposes of conflict resolution.

**Task #60 Construction Documents (100% Plans)**

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- The following services are included in the fee shown:
  - Preparation of Construction Documents shall be as follows:
    - Title Sheet
    - Legend Sheet
    - Schematic Plan
    - Typical Section
    - General Notes & Specifications
    - Maintenance of Traffic Plan & Notes
    - General Summary
    - Subsummaries
    - Plan & Profile Sheets
    - Side Road Waterline Profile Sheets
    - Sewer Crossings Details
    - Cleveland Water Notes, Specifications, and Details
    - SWPPP Schematic and Details
  - Design will include all details and specifications required for public bidding of a unit price contract, in accordance with the following industry standards:
    - City of Parma
    - Cleveland Water Department
    - Cuyahoga County Department of Public Works
    - Ohio Department of Transportation
  - Delivery of biddable, buildable construction documents to the following public agencies:
    - City of Parma
    - City of Cleveland, Division of Water
    - Cuyahoga County Department of Public Works
  - Submittal of Construction Documents to private utility companies for final coordination of impacts/conflicts with their facilities for purposes of potential relocation.



**Task #90 Official Engineer's Opinion of Probable Cost**

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- The following services are included in the fee shown:
  - Finalize Estimated Quantities for construction
  - Final Evaluation and estimate of unit price costs for use with public bidding requirements
  - Delivery of Engineer's Estimate
  - Delivery of Official Bid Form

**Scope of Services - Bidding & Award Tasks**

**Task #152 Bid Process, Review, & Award**

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- The following services are included in the fee shown:
  - Assistance with responses to pre-bid questions for Addendums/Clarifications
  - Attendance at one pre-bid meeting.
  - Post-Bid Activities
    - Assistance with evaluation of bids and contractor qualifications
    - Pre-Award Meeting to review all bid items with apparent low bidder, if necessary
    - Recommendation of Award to the Owner
  - The fee provided includes one bidding process only. In the event the project needs re-bid, a contract modification will be submitted for the additional bidding services provided.

**Compensation**

The scope of services described herein shall be completed for a proposed lump sum base engineering fee of \$90,270. Final actual compensation shall be eight percent (8%) of the final construction closeout cost, as reconciled by Cleveland Water Department with the City of Parma and to OHM Advisors during the project closeout phase.

## Price Proposal

#	<b>Information Gathering Tasks</b>	<b>Fee</b>
Task #2	Topographic Survey	\$ 26,520
	<b>Subtotal =</b>	<b>\$ 26,520</b>
#	<b>Design Tasks</b>	<b>Fee</b>
Task #56	Pre-Design & Field Analysis	\$ 2,500
Task #58	Schematic Design	\$ 10,000
Task #59	Design Development	\$30,000
Task #60	Construction Documents	\$ 15,750
Task #90	Official Engineer's Project Cost Estimate	\$1,500
	<b>Subtotal =</b>	<b>\$ 59,750</b>
#	<b>Bidding &amp; Award Tasks</b>	<b>Fee</b>
Task #152	Bid Process, Review & Award	\$ 4,000
	<b>Subtotal =</b>	<b>\$ 4,000</b>
	<b>Grand Total =</b>	<b>\$ 90,270</b>

## Anticipated Project Schedule

Topographic Survey:	February/March 2023
30% Design:	May 2023
75% Design:	July 2023
100% Design:	October 2023
Bidding & Award Tasks:	January/February 2024

OHM Advisors:

1111 10th Street, Suite 100  
 Denver, CO 80202

720.261.1000

www.ohmadvisors.com



### **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 Parma. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Parma.
  - Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with the City of Parma.

### **Client Responsibilities**

- City of Parma will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- City of Parma will provide the following, if available, to assist us with the project: prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.

### **Terms & Conditions**

Attachment A

## TERMS & CONDITIONS

OHM

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 consultant 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.
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, subcontract, 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 copy rights 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. **ON-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, supervising 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 government 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.