

ORDINANCE NO. 2025-24

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WICKLIFFE, OHIO
TO ENTER INTO A CONTRACT WITH VERDANTAS LLC FOR THE PURPOSE OF
PROFESSIONAL CONSULTING SERVICES (CITY ENGINEER);**

WHEREAS, CT Consultants, with whom the City of Wickliffe has contracted with for professional engineering/consulting services, was purchased by Verdantas LLC thereby necessitating the update of the contract; and

WHEREAS, City administrators and City Council have discussed and negotiated a new contract for professional engineering/consulting services with the current City Engineer, now employed by Verdantas LLC; and

WHEREAS, it is the recommendation to accept the proposed contract for professional engineering/consulting services with Verdantas LLC.

**NOW THEREFORE, BE IT ORDAINED BY COUNCIL OF THE CITY OF WICKLIFFE,
COUNTY OF LAKE, AND STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized to enter into a four-year contract with Verdantas LLC, 8150 Sterling Court, Mentor, Ohio 44060, for the provision of professional engineering/consulting services. The proposal for said services, identified as *Exhibit A*, is attached hereto and incorporated herein and is on file in the office of the Director of Finance.

SECTION 2. That the Director of Finance is authorized to make payments to Verdantas LLC, 8150 Sterling Court, Mentor, Ohio 44060, in accordance with the terms of the contract and appropriate appendices upon receipt of invoices approved by the Mayor.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of the ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Passed: June 9th, 2025

Edward A. Levan
Council President – Presiding Officer

Attest: [Signature]
Clerk of Council

Approved: June 9th, 2025

Submitted to the Mayor for approval on

June 9th, 2025

[Signature]
Mayor

First Reading May 12th 2025

Passed June 9th 2025

Second Reading May 19th 2025

Yes 6 No 0

Third Reading June 9th 2025

I, Sandra J. Fink, Clerk of Council of Wickliffe, Ohio, hereby certify the foregoing is a true copy of Ordinance No. 2025-24 enacted by Council at its regular meeting on June 9, 2025.
Sandra J. Fink, Clerk of Council

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT # _____

Consultant:

- ☒ Verdantas LLC

☒ Verdantas Architecture, Inc. (Ohio and Pennsylvania Architecture)

Client:

City of Wickliffe, Ohio

WITNESSETH THAT:

WHEREAS, Client wishes to retain Consultant, both as identified above, to provide professional services as an independent contractor as outlined in Section 2 of this Master Agreement for Professional Consulting Services (this "Agreement"); and

WHEREAS, Client and Consultant, collectively the "Parties," and each individually a "Party", desire to establish terms and conditions applicable to every task order, work order, purchase order or other agreement concerning professional services ("Services") to be performed by Consultant on Client's behalf;

NOW, THEREFORE, in consideration of the promises, conditions, and agreements herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following definitions apply:
 - 1.1. "Agreement" means this Master Agreement for Professional Consulting Services, any Proposal accepted or authorized by Client, and any Task Order amendments or supplements thereto and executed by both Parties.
 - 1.2. "Claims" means any and all liabilities, claims, suits, losses, damages, fines, penalties, and costs, including reasonable attorney's fees and other legal fees and related legal expenses.
 - 1.3. "Proposal" means a document prepared by Consultant by which Consultant offers to perform specific Services for or on behalf of Client. The Proposal shall describe the scope of Services offered and provide an estimated budget for the Services. The Proposal may also include a proposed project schedule and related details regarding the Services.
 - 1.4. "Services" means the work performed or to be performed by Consultant, including temporary or supplemental staff as necessary, pursuant to an accepted Proposal and executed Task Order and includes all Consultant work product.
 - 1.5. "Site" means any site upon which or in relation to which Services may be performed.
 - 1.6. "Task Order" means a document by which Client authorizes Consultant to provide specific Services as set forth in a Proposal. The term Task Order may refer to a Work Order, Purchase Order, Requisition for Services, Authorization, Notice to Proceed, or other equivalent document.
 - 1.7. "Project" means the reasonably related Services and tasks outlined in the applicable accepted Proposal(s) or executed Task Order(s), and relevant amendments thereto, and encompasses all activities, deliverables, objectives, and milestones that the Consultant is contracted to complete within the agreed-upon timeframe and budget.
2. **Project Authorization and Contract Documents.**
 - 2.1. During the Term of this Agreement, Client may periodically request Consultant to provide Proposals to perform professional Services for or on behalf of Client. In response to each such request, Consultant shall prepare a Proposal that integrates this Agreement and describes the proposed Scope of Services and associated fees and submit the Proposal to Client for its consideration. Depending on the Services to be offered, the Proposal may contain supplementary terms that modify the terms and conditions set forth in this Agreement. If the Proposal is acceptable to Client, Client may authorize Consultant to proceed with the Project by executing the Proposal and returning it to Consultant. Alternatively, Client may authorize the Project or a mutually-acceptable portion thereof, by Client preparing, or requesting Consultant prepare, a Task Order, as defined herein, for execution.

- 2.2. For any specific Project, in the event of an inconsistency between the terms of this Agreement and the terms of Consultant's Proposal or the terms of a Task Order, the terms and/or conditions of the document most recently executed by both Parties shall control.
- 2.3. Unless expressly stated otherwise in a Proposal, the fees, costs, and schedules in the Proposal constitute Consultant's estimated costs and estimated schedule for the Services. These estimates are not guaranteed. Consultant shall inform Client if it determines at any time that a material change to the nature, time, cost, or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 13, below.
- 2.4. The Services for specific projects may be revised as agreed upon by the Client and Consultant which may, depending on the revision and its timing, be set forth in a Task Order incorporating the scope and cost of the revised or additional work. The new, revised, or amended Task Order shall be effective upon execution by both Consultant and Client.

3. **Term and Effective Date.** The Agreement shall be effective the date it has been signed by both Parties and shall continue in force and effect for a period of four (4) years or until (i) all Task Orders have been completed and all Consultant's invoices have been paid in full, whichever is longer; (ii) the Agreement is terminated by either Party; or (iii) the Agreement has been modified, or the Term has been extended, by a writing executed by both Parties.

4. **Force Majeure.**

- 4.1. Consultant's fees, costs, and schedule are subject to equitable adjustments, up to and including termination of the Agreement, for delays caused by occurrences or circumstances beyond Consultant's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measures or other circumstances, including, without limitation, unusual weather conditions ("**Force Majeure**").
- 4.2. If Consultant determines in its sole discretion, based on circumstances surrounding a Force Majeure event and its effect on the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk, Consultant shall have the right to temporarily cease providing its Services, and after consultation with Client and obtaining Client's approval, to take such measure as Consultant deems necessary to protect personnel, the environment, or property, at Client's expense.

5. **Hazardous Substances; Reporting Obligations; General Risks.**

5.1. *Unanticipated Hazardous Substances.*

A. Hazardous substances may exist at a site where there is no reason to believe that they are present ("**Unanticipated Hazardous Substances**"). The Parties agree that the discovery of Unanticipated Hazardous Substances constitutes a changed condition and may require a renegotiation of the Scope of Services, an adjustment of the schedule or estimated costs, or termination of the Task Order. Consultant shall notify Client as soon as practicable should Unanticipated Hazardous Substances be encountered.

B. Client waives any claim against Consultant and agrees that Consultant shall not be liable for any Claim for injury or loss arising from Consultant's discovery of, or responses to, Unanticipated Hazardous Substances.

C. In the event that samples or materials are collected as part of the Services, and the samples or materials contain hazardous substances or constitute hazardous waste, as defined by federal, state, or local statutes, regulations, ordinances or related requirements, Consultant will, after completion of testing, (i) return such samples and materials to the Client, or (ii) using a hazardous waste or hazardous materials manifest signed by Client as generator, have such samples and materials transported to a location selected by Client for final disposal. Client agrees to pay the costs associated with the storage, transport, and disposal of such samples and materials. Client hereby assumes all potential liability as generator of the waste, including liability under CERCLA for arranging for the disposal of the hazardous substances.

5.2. *Reporting Immediate Threats.*

A. In accordance with individual states' general laws and regulations (collectively "**State Programs**"), the performance of the Services under the Agreement may require Consultant to act as a state-certified or registered professional with certain professional obligations owed to the public, including, in some instances, an independent

duty to report the existence of certain environmental conditions, discharges or threats of releases or circumstances that in Consultant's professional judgment pose an imminent threat to public health or the environment ("**Immediate Threat**"). Consultant will report any such Immediate Threats it discovers and its assessment of the significance of the Immediate Threat to the Client so that the Client can report to the proper regulatory authorities.

B. If the Client fails to promptly report an Immediate Threat to the proper authorities as required by law, Consultant shall inform Client that it reasonably believes that Consultant has an independent legal or ethical responsibility to do so, citing the regulatory or ethical requirement in writing. If the Client still fails to report the Immediate Threat, Consultant may report such to the authorities. Client agrees that Consultant shall not incur liability for making any such disclosures or reports.

C. Client acknowledges that Consultant's obligations under the State Programs may conflict with the interests of the Client. The Client agrees that Consultant shall be immune from all civil liability resulting from any actual or alleged conflict between the interests of the Client and the requirements of the State Programs. The obligations of this paragraph shall extend also to any federal obligations imposed upon Consultant in connection with the Services.

5.3. **General Risks.** Client recognizes that special risks exist and "guarantees" cannot be expected under the Agreement, specifically in Consultant's determinations regarding the composition of a site's subsurface including the existence or non-existence of hazardous or regulated substances Consultant cannot eliminate these risks or guarantee any particular result. Client acknowledges that an increased scope of investigation may reduce, but not eliminate risk. The passage of time also affects the information presented in the report. Consultant opinions are based upon the scope of Services performed and the information and observed site conditions that existed at the time Consultant's opinions were formulated.

5.4. **Waste Containment.** If hazardous or toxic waste, hazardous materials, hazardous chemicals or compounds, or hazardous substances, or waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos ("**Waste**") are encountered by Consultant, Consultant shall have the option, but not the obligation, to appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist Client with transportation of the Waste to a location selected by Client for disposal. Client acknowledges that at no time does Consultant assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees Consultant shall have no liability for any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal law) in any way related to Consultant's assistance with the storage, transportation, or disposal of the Waste, except to the extent such Claims result from Consultant's gross negligence or willful misconduct.

6. Labor Rates and Fees

6.1. Fees for services provided by the Consultant under this Agreement shall be performed as authorized by Client based on a written Task Order, Purchase Order or Work Authorization request. Municipal Engineering Services are categorized in Appendix A of this Contract. Services for specific tasks or capital improvement projects shall only proceed upon written authorization in one of the following methods or a combination thereof:

A. **Lump Sum Fee.** Under a lump sum method, an authorization would be made based on a proposal or work authorization request prepared for the task. This would be invoiced monthly or as otherwise pre-determined based on the percentage of work completed.

B. **Hourly Fee.** Under an hourly method, an authorization would be made based on an estimated hourly fee proposal or work authorization request prepared for the task. This would be paid on an hourly basis calculated as payroll cost times a multiplier of 2.0 for various classifications of personnel utilized. Payroll cost is defined as salaries and wages of personnel plus a percentage of same for customary and statutory benefits including, but not limited to, social security, unemployment, workers compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits. The percentage to be used in calculating payroll costs is agreed to be 50.0% in 2025; 55.0% for 2026 and 60.0% in 2027. The attached Appendix B shows a current billing rate schedule, the hourly rates shown by employee title are approximate to the fee calculation described above and subject to updates.

C. Percent Fee for Engineering Services rendered in accomplishing the services for construction contract plans and construction contract administration during construction. A fee equal to the following schedule excepting field surveys necessary for Construction Plan Development, Construction Field Staking and Resident Project Representatives which fee shall be pursuant to Section 6B.

<u>PROJECT CONSTRUCTION COST</u>	<u>FEES</u>
\$0 to \$200,000	Payroll cost times 2.0 plus reimbursable expenses
\$200,000 to \$1,000,000	10.8% of \$200,000 plus 8.6% of amount over \$200,000
\$1,000,000 to \$3,000,000	9.0% of \$1,000,000 plus 8.0% of amount over \$1,000,000
Over \$3,000,000	8.3% of \$3,000,000 plus 6.6% of amount over \$3,000,000

Should requirements of approval agencies having jurisdiction entail revisions to detailed plans, specifications or contract documents as a condition of approval, such revisions shall be made by the CONSULTANT at no additional expense to the CLIENT. If, however, the CLIENT orders a change in scope or alternation in detailed plans, specifications or other contract documents, the CONSULTANT shall be reimbursed for the cost of such alterations on the basis of the imputed payroll costs plus 100%.

In the event Engineering Services for construction work are authorized but for some reason the project is delayed or discontinued, compensation for the service rendered shall be based on the following breakdown of the above stipulated fees:

All percentage of total fees

Preliminary estimates and preliminary reports	20% of estimate fee
Detailed plans and specifications	70% of estimate fee
General supervision during construction	10% adjusted to equal complete contract

7. Invoices and Payment.

- 7.1. Services shall be invoiced monthly, or as otherwise set forth in the Proposal or Task Order. Unless otherwise agreed in writing, invoices will be payable within thirty (30) days of receipt by the Client. If the Client objects to any portion of an invoice, the Client shall notify Consultant in writing within fifteen (15) business days from the date of receipt of the invoice, and shall state the reasons for the objection, and timely pay the portion of the invoice that is not in dispute.

The Parties shall work together in good faith to settle the disputed portion of any invoice. If any billing and payment dispute cannot be resolved within thirty (30) days of Consultant's receipt of written notice thereof, Consultant may pursue all legal and equitable remedies under applicable law in a court of competent jurisdiction.

- 7.2. Consultant may furnish opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs (collectively, "**Opinions of Probable Cost**"). Opinions of Probable Cost prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. Consultant does not represent, warrant, or guarantee the accuracy of such estimates and shall not be liable should actual costs differ from issued Opinions of Probable Cost.
- 7.3. Invoiced charges not paid within the time periods set forth in Section 7.1, shall be deemed delinquent and accrue interest at a rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by applicable law, whichever is less. Late payments shall be first applied to accrued interest and then to unpaid principal. Interest charges will not apply to any disputed portion of an invoice, to the extent the dispute is resolved in favor of the Client.

8. Termination.

- 8.1. Either Party may terminate the Agreement for cause by written notice to the other Party (i) upon breach by the other Party of a material obligation under the Agreement, (ii) if the other Party goes into bankruptcy, is liquidated or is otherwise unable to pay its debts as they become due, or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer affecting the Party's business, property or assets in a manner that affects or could affect the Party's ability to pay its debts as they become due or its ability to fulfill its obligations under this Agreement or a contract integrating this Agreement.
- 8.2. If the Agreement is terminated by either Party for cause, Consultant shall cease provision of Services. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity to consult with the terminating Party before the termination date, and (c) reasonable opportunity to cure the breach. The foregoing notwithstanding, if Client fails to pay any invoice within 10 business days of its due date, Consultant reserves the right to stop performance of the Services immediately upon notice to Client of its non-payment.
- 8.3. Client may terminate the Agreement for its convenience upon five (5) business days' written notice to Consultant, in which event Client shall pay all fees and expenses for Services accrued as of the termination date and Consultant's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice.

9. Insurance.

- 9.1. During the term of this Agreement, Consultant shall, at its own expense, maintain and carry the insurance as set forth below. Consultant will furnish certificates of such insurance or policy declaration pages upon request.

TYPE	LIMITS
Worker's Compensation	Statutory Limit
Employer's Liability	
Bodily Injury by Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability including Contractual Liability, Broad Form Property Damage, and Completed Operations	\$1,000,000 (Combined Single Limit) \$2,000,000 (General Aggregate)
Automobile Liability , including Bodily Injury/Property for Owned, Hired, and Non-Owned Vehicles	\$1,000,000 (Combined Single Limit)
Professional Liability (Errors and Omissions)	\$5,000,000
Per Claim Aggregate	\$5,000,000
Contractor's Pollution Liability Coverage	\$5,000,000
Per Claim Aggregate	\$5,000,000
Excess Liability (Umbrella Form)	\$5,000,000

- 9.2. Upon written agreement of the Parties, Consultant may procure and maintain additional insurance coverage or increased policy limits at Client's expense.

10. Indemnification; Limitation of Liability.

- 10.1. Consultant shall indemnify Client, its affiliates and their respective directors, officers, and employees (individually and collectively, "**Client Indemnitees**") from and against Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Consultant. The foregoing does not include Client's attorney's fees or other fees.
- 10.2. Client agrees that Consultant, its affiliates and their respective directors, officers, employees, and contractors (individually and collectively, "**Consultant Indemnitees**") shall not be liable for Claims arising out of the Agreement, to the extent Claims are caused by the negligence, breach of contract, or willful misconduct of Client.
- 10.3. Consultant shall not be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto,

existing at a Site prior to commencement of the Services (“**Pre-Existing Condition**”), and Client agrees that Consultant shall have no liability for Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of a Consultant Indemnitee.

- 10.4. Neither Party shall be liable to the other, including without limitation, insurers, for any lost, delayed, or diminished profits, revenues, business opportunities or production or for any incidental, collateral, special, indirect, punitive, exemplary, financial, consequential, or economic losses or damages of any kind or nature whatsoever, however caused regardless of whether the Client Indemnitee or Consultant Indemnitee, as applicable, knew or should have known of the possibility of such losses or damages.
- 10.5. The provisions of this Section 10 will (i) apply to the fullest extent allowed by law, and (ii) survive the completion of Services and the expiration, cancellation, or termination of the Agreement.

11. **Standard of Care.** Consultant’s Services shall be performed using the degree of care and skill ordinarily exercised by other members of the engineering and science professions providing substantively similar Services in the same locality and time, subject to the time limits and financial and physical constraints applicable to the Services and Project. Consultant makes no representations and provides no warranties or guarantees other than those expressly set forth herein. Any implied representations, warranties, or guarantees are expressly disclaimed.

12. **Client Responsibilities.**

- 12.1. Client shall assist Consultant in connection with Services as reasonably necessary, including, without limitation, as specified in the authorized Proposal. If applicable to the Services, Client will provide Consultant:
- A. Clean, secure, and unobstructed space at the Site, as applicable and available, for Consultant’s and its subcontractors’ equipment and vehicles.
 - B. Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to Consultant’s Services or are necessary to enable Consultant to perform the Services.
 - C. Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles, or sensitive conditions before Consultant commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client agrees that Consultant shall not be liable for any harm, injury, or damages arising out of or related to contact with such hazards.
 - D. Selection of any hazardous waste transporter and disposal facility and arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.
 - E. All information related to the Services in Client’s possession, custody or control reasonably required by Consultant or which Client knows would affect the accuracy or completeness of Services.

12.2. **Site Access.**

- A. Client shall provide reasonable ingress to and egress from the Site for Consultant and its subcontractors and their respective personnel, equipment, and vehicles, including but not limited to obtaining any, site access, consents or easements and complying with their terms. If Client does not own the project site, Client warrants and represents to Consultant that Client has the authority and permission of the owner and occupant of the project site to grant this right of entry to Consultant.
- B. Client acknowledges that Consultant’s ability to comply with the schedule for performance of Services is contingent upon timely and complete Site access. Consultant shall not be responsible for damages or delays arising from the Client’s actions or inactions regarding Site access. Depending on the Services to be performed in connection with the Project, Consultant’s Proposal may require that an authorized, knowledgeable representative of the Site owner be present during some or all of the on-site activities.
- C. Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.

- 12.3. Client warrants and represents that all information provided by, on behalf of, or at the request of Client or any governmental agency to Consultant (including any Consultant subcontractor), shall be accurate and complete. Consultant has the right to rely on such information, without independent investigation, verification, or inquiry.

13. Change Orders.

- 13.1. Consultant shall complete its Services as set forth in the authorized Proposal or Task Order unless modified in writing by Client and Consultant ("Change"). Consultant shall be entitled to equitable adjustment in compensation and schedule based on the agreed to changes.
- 13.2. In the event of a Change, the Client may choose to: (i) authorize completing the Services as originally defined; (ii) authorize additional funds to complete the revised Proposal or Task Order; or (iii) request that provision of Services cease upon reaching a specific expenditure level. If option (iii) is selected, then Consultant will turn over such data, results and materials completed at the authorized level. Regardless of which option is selected, Client agrees to pay Consultant for all work properly performed, and Consultant and Client shall both continue to fulfill their obligations under this Agreement.

14. Notices and Authorized Representatives.

- 14.1. Notices. Any and all notices required or permitted under or in connection with this Agreement shall be made in writing by the notifying Party upon the Authorized Representative of the notified Party as identified, below. Each such Notice shall be delivered by Registered United States mail or via a prepaid overnight courier service providing evidence of receipt.
- 14.2. Project Communications. Any project communications, except for Notices made in accordance with Paragraph 14.1, above, and including but not limited to those made: by United States mail, via email, by telephone, Teams, Zoom or similar internet-based communications platform, by text (sms), or by facsimile shall be directed to Authorized Representative of the receiving Party, unless directed otherwise in writing by the Authorized Representative of the receiving Party.
- 14.3. Authorized Representatives. The name and contact information of the Authorized Representative designated by each Party is set forth below. Each Party may change its Authorized Representative by providing prior written Notice to the other Party. The Authorized Representatives of the Parties may, by prior written agreement, designate other individuals within their respective organizations to receive or provide identified routine communications such as invoicing or accounts payable/receivable, on-site project coordination, or to address a particular technical or administrative issue.

Authorized Representative of Consultant is:

Name:	Peter J. Formica, P.E.
Title:	Senior Project Engineer
Address:	8150 Sterling Court
	Mentor, OH 44060
Email:	pformica@verdantas.com
Office Phone:	440-530-2210
Mobile Phone:	440-477-1727

Authorized Representative of Client is:

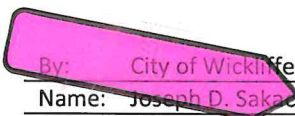
Name:	Joseph D. Sakacs
Title:	Mayor, City of Wickliffe
Address:	28730 Ridge Road
	Wickliffe, OH 44092
Email:	jsakacs@cityofwickliffe.com
Office Phone:	440-943-7105
Mobile Phone:	440-478-9579

15. **Use of Name.** Client authorizes Consultant to use Client's name, and a general description of the Services and subject matter thereof, as a reference for prospective clients and projects.
16. **No Third-Party Reliance.** Except as provided otherwise herein, the authorized Proposal, the applicable Task Order, or is subsequently agreed in writing by Consultant, the Agreement does not, and is not intended to, grant to any person other than Consultant and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by Consultant in writing, Client will not provide Consultant's work product to any third party, and no third party will have the right to rely on the Services or Consultant's Work Product. If a court determines, notwithstanding this Section 16, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Agreement. Client agrees Consultant shall have no liability for Claims resulting from a Client Indemnitee directly or indirectly providing Consultant work product to a third party absent Consultant's prior express written consent.
17. **Work Product.**
- 17.1. Upon its receipt of payment in full for the Services, Consultant shall transfer all ownership rights to Client in all deliverables conceived, developed, or made by Consultant and its affiliates during performance of the Services including all documents, data, calculations, field notes, work papers, reports, materials, and all other final products prepared or furnished by or on behalf of Consultant ("Work Product"). Client acknowledges and agrees that Consultant shall maintain all ownership rights in technical information, inventions, know-how, discoveries, improvements, and copyrightable materials made or conceived by Consultant prior to its commencing performance of the Services or developed by Consultant outside the scope of the Services. Consultant makes no representation as to the suitability of the Work Product for use in circumstances not contemplated by the scope of Services or as to any Work Product altered in any way by Client. Any unauthorized re-use of the Work Product by Client, and any changes made by Client thereto, shall be at Client's sole risk and without liability to Consultant.
18. **Severability.** If one or more provisions of this Agreement is determined to be invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness, and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar in intent to the subject provision as possible without compromising the validity or enforceability of the substitute provision.
19. **Governing Law; Conflict Resolution.**
- 19.1. The Agreement is governed by and shall be construed in accordance with the laws of the state in which the Project is located. The state courts in which the Project is located have exclusive jurisdiction and venue over all disputes arising out of the Agreement and is deemed to be the place of performance for all obligations under the Agreement. The Parties waive any objection to this section on grounds of inconvenient forum or otherwise.
- 19.2. The Parties agree that all disputes arising under the Agreement shall be submitted to nonbinding mediation unless the Parties mutually agree otherwise. The Parties agree to waive their rights to a jury trial of any conflict related hereto.
- 19.3. All causes of action, including but not limited to actions for indemnification, arising out of or relating to Consultant's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either: (i) the date of substantial completion of the Services, for acts or failures to act occurring prior to substantial completion, or (ii) the date of issuance of Consultant's final invoice, for acts or failures to act occurring after substantial completion of the Services.
- 19.4. As to any dispute involving Client or the subject matter of the Services in which Consultant is either not a named party or not at fault, Client shall reimburse Consultant for any reasonable attorney's fees, other legal fees and expenses, and other costs incurred and the time of Consultant's personnel spent in responding, defending, or participating in subpoenas, depositions, examinations, appearances or production of documents/records.
20. **Miscellaneous.**
- 20.1. *Interpretation.* Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the terms set forth in this Agreement. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise.
- 20.2. *Non-solicitation.* During the term of this Agreement and for one year thereafter, Client will not target and then hire any Consultant professional providing services to Client under this Agreement. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay Consultant an amount equal to 50% of Consultant professional's ending annual salary with Consultant.

- 20.3. *Subcontracts.* Consultant may subcontract all or any part of the Services without the prior written approval of Client, but such subcontracting shall not relieve Consultant of any of its obligations under this Agreement.
- 20.4. *Entire Agreement.* The Agreement, including approved Proposals and applicable Task Orders, constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supersedes all prior and contemporaneous agreements, representations, or conditions, express or implied, oral, or written.
- 20.5. *Waiver; Amendment.* A provision of this Agreement may be waived, deleted, or modified only by a document signed by the Parties stating their intent to modify the Agreement.
- 20.6. *Survival.* Sections 7, 10, 15, 16, 17, 18 and 19 and all provisions of this Agreement that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Agreement.
- 20.7. *Relationship of Parties.* The Agreement does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind.
- 20.8. *Language.* Client hereby confirms and agrees that this Agreement and all documents relating hereto be drafted in English.

IN WITNESS WHEREOF, each Signatory hereto, by affixing their signature below, agrees to and accepts the terms and conditions set forth herein and represents that they are authorized to execute this Agreement on behalf of their respective Party.

CLIENT:

By:  City of Wickliffe
Name: Joseph D. Sakacs
Title: Mayor
Date: June 27th, 2025

CONSULTANT:

By: Verdantas LLC
Name: Peter J. Formica, P.E.
Title: Senior Project Engineer
Date:

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APPENDIX A
RETAINER and GENERAL SERVICES

1. RETAINER SERVICES

1.1 A professional designated as City Engineer shall perform all duties and functions that are required to be conducted and assumed by him/her under the laws of the State of Ohio and the Charter and Ordinances of the City of Wickliffe, Ohio.

1.2 The CONSULTANT shall be paid an annual fee at the following schedule: Year 2025 fee of \$15,000; Year 2026 fee of \$25,000; Year 2027 fee of \$35,000, 2028 and thereafter fee of \$45,000. This compensation may be modified from time to time by agreements. For this fee, the person designated as ENGINEER shall provide the following services:

- A. Attend regular Council Meetings.
- B. Attend regular Planning Commission Meetings.
- C. Attend meetings of Council Committees or other Boards and Commissions of the CLIENT when the services and advice of the ENGINEER may be needed.
- D. Provide periodic progress reports of projects under the City Engineer's charge stating the condition of the same, together with any other matters of interest concerning same as required by the Mayor or Council.
- E. Provide Engineering services to Directors, members of the CLIENT Administration, and other authorized representatives of the CLIENT, provided that such consultation requires no preparation of detailed plans, estimates or field investigations.

2. GENERAL SERVICES

- 2.1 The CONSULTANT shall be paid on an hourly basis as referenced in Section 6.1.B of this Document. When authorized by the CLIENT, the CONSULTANT agrees to provide the necessary professional services required for general Engineering, Architectural, or Planning services and any other services not included in this Agreement or not customarily furnished with generally accepted Engineering, Architectural, or Planning practices as the need arises and as authorized by the CLIENT including, but not limited to: Investigations; studies; preparing reports; line, grade, location, topographic and boundary surveys including plotting of field notes; field surveys of existing structures, utilities, and services; preparation of tentative and final assessments; procuring permits, easements or rights-of-way; preparation of "as-built" plans; Engineering Services in connection with construction work to be performed by CLIENT forces; or other services offered by the CONSULTANT.

It is understood the above services are not included under construction contract services as described in Section 6.1.C. whether or not to complete construction plans and specifications.

- 2.2 Provide plan review for construction projects being proposed for approval by Private Developers.
- 2.3 Where services are provided for review of projects undertaken by private developers, the CONSULTANT shall provide such developer an estimate of costs to be incurred for such review and the developer shall deposit with the CLIENT an amount sufficient to provide for such estimated costs. For other duties and services as may be requested, authorized or required, the CONSULTANT shall be paid on an hourly basis as set forth herein.
- 2.4 When and if the CLIENT authorizes the CONSULTANT to employ others to perform services in accordance with terms of this Agreement, the fee paid to the CONSULTANT by the CLIENT for such services by others shall be actual costs invoiced to the CONSULTANT times a factor of 1.10.

- 2.5 The CLIENT, without expense to the CONSULTANT, may make or cause to be made, borings, soundings, soil bearing and compaction tests, provide shop, mill, plant and laboratory testing or inspection of materials and provide for factory testing of mechanical or electrical equipment.
- 2.6 It is further understood the CLIENT, without expense to the CONSULTANT, shall make available all information, including previous engineering reports, existing, proposed, or pending subdivision of land, elements of planning reports, such as population studies, land use studies and zoning regulations, topographic maps, tax maps, soils information, grade profiles of existing State, County, and local roads, and financing data, insofar as they are available or may be secured by the CLIENT.
- 2.7 It is further understood the CLIENT, without expense to the CONSULTANT, will provide legal services, prevailing wage coordination, land title research, land surveying, and other services as indicated to assure title as required for all property, land and water rights, easements and rights-of-way, and assume responsibility for the clearance of such titles.

[END OF APPENDIX A]



APPENDIX B

**VERDANTAS MIDWEST AREA
2025 STANDARD BILLING RATE SCHEDULE**

<u>Professional Services</u>	<u>Hourly Rate</u>	<u>Survey</u>	<u>Hourly Rate</u>
Senior Consultant I	\$250.00	Staff Surveyor I	\$120.00
Senior Consultant II	\$280.00	Staff Surveyor II	\$140.00
Senior Consultant III, AVP, Principal	\$310.00	Staff Surveyor III	\$155.00
Senior Consultant IV, VP, Sr. Principal	\$340.00	Surveyor	\$175.00
Senior Project Manager	\$235.00	Senior Surveyor	\$210.00
Project Manager	\$210.00	Survey Crew Member	\$90.00
		Survey Crew Chief	\$120.00
		Survey Crew	\$210.00
Staff Engineer/Architect I	\$125.00		
Staff Engineer/Architect II	\$140.00		
Staff Engineer/Architect III	\$165.00	<u>CAD/GIS/Data Management</u>	<u>Hourly Rate</u>
Engineer/Architect	\$190.00	Senior Project Designer	\$155.00
Senior Engineer/Architect, Principal, Sr. Principal	\$225.00	Project Designer	\$140.00
		CAD Designer I	\$120.00
Staff Scientist/Geologist/Ecologist I	\$120.00	CAD Designer II	\$135.00
Staff Scientist/Geologist/Ecologist II	\$135.00	CAD Technician I	\$105.00
Staff Scientist/Geologist/Ecologist III	\$150.00	CAD Technician II	\$120.00
Scientist/Geologist/Ecologist	\$165.00	CAD Technician III	\$125.00
Senior Scientist/Geologist/Ecologist, Principal, Sr. Principal	\$210.00		
		Senior GIS Analyst	\$155.00
<u>Support</u>	<u>Hourly Rate</u>	GIS Analyst I	\$125.00
Administrative/Technical Editor/Project Coordinator I	\$90.00	GIS Analyst II	\$135.00
Administrative/Technical Editor/Project Coordinator II	\$125.00	GIS Technician I	\$105.00
Technician I	\$95.00	GIS Technician II	\$120.00
Technician II	\$100.00		
Technician III	\$115.00	Senior Data Manager	\$155.00
Senior Technician	\$130.00	Data Manager	\$140.00
Construction Representative I	\$105.00		
Construction Representative II	\$115.00		
Construction Representative III	\$125.00		
Senior Construction Representative	\$135.00		

NOTES:

1. Standard Billing Rates: Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
2. Expert Testimony: Litigation, expert witness, and all other legal and court related appearances will be billed at twice the standard fee schedule rate. There is a minimum eight-hour charge per day and a minimum overall fee of \$2,000.00 per case.
3. Higher Hourly Rates: Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
4. Overtime: Overtime for time worked on a project exceeding 8 hours per day, Holidays, and/or Sundays will be billed at 1.5 times the standard rate or as agreed upon on a project-specific basis.
5. Field Equipment and Supplies: Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
6. Subcontractors and Project Expenses: All project-related expenses are chargeable at cost plus 10% or in accordance with the specific project agreement. Subcontractor charges, costs of rental of specialized equipment, and any other costs not associated with normal overhead are billed at cost plus 15% or in accordance with the specific project agreement.
7. Mileage: The mileage for personal vehicles will be billed at the current United States Internal Revenue Service reimbursement rate.
8. General Terms and Conditions: Please refer to the General Terms and Conditions for further details.