

ORDINANCE NO. 2016-20

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH D.J. NEFF ENTERPRISES, INC., DBA NEFF & ASSOCIATES AS CITY ENGINEER, AND PROVIDING FOR PAYMENT FOR SERVICES RENDERED THEREUNDER, AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1. The employment of the firm of D. J. Neff Enterprises, Inc., dba Neff & Associates, as appointed by the Mayor, is authorized, to perform the services that may be required of said firm, as City Engineer, in accordance with the provisions of the Charter and Ordinances of the City of Parma Heights, and the contract between the City of Parma Heights and said Engineer, identified as Exhibit "A", attached hereto, and made a part hereof as though fully rewritten.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This ordinance is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality and for the further reason that engineering services are necessary in the regular conduct of the City's business; wherefore, this ordinance shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED:

10-24-2016


PRESIDENT OF COUNCIL

ATTEST:

Florence A. Bohdan

CLERK OF COUNCIL

10-24-2016

APPROVED

FILED WITH
THE MAYOR:

10-24-2016


MAYOR

CONSULTING ENGINEER'S AGREEMENT (2017 & 2018)

EXHIBIT "A"

THIS AGREEMENT made and entered into this ____ day of _____ 2016, by and between the City of Parma Heights, a Municipal Corporation of Ohio, hereinafter called the "CITY", and the Consulting Engineering firm of D. J. Neff Enterprises, Inc., dba Neff & Associates, an Ohio Corporation whose offices are located at 6405 York Road, Parma Heights, Ohio 44130, hereinafter called the "ENGINEER".

WITNESSETH

WHEREAS, the "CITY" is desirous of obtaining qualified Professional Engineering Services from Professional Engineers registered in the State of Ohio to perform engineering for and on behalf of the "CITY" as hereinafter set forth; and

WHEREAS, the firm of Neff & Associates, a consulting engineering firm incorporated under the laws of the State of Ohio, has as officers and employees Professional Engineers and Professional Surveyors duly registered under the laws of the State of Ohio and has expressed a willingness to accept such work for the compensation as hereinafter set forth; and

WHEREAS, the Council of the City of Parma Heights by Ordinance No. 2016-__, adopted on _____, 2016 authorized the Mayor to enter into a contract with the "ENGINEER" for the services of City Engineer; and has authorized the Mayor to make such appointment;

NOW, THEREFORE, the City of Parma Heights and the firm of Neff & Associates in consideration of their mutual covenants herein agree to respect of the performance of Professional Engineering Services by the "ENGINEER" and the payment for those services by the "CITY", as set forth below.

The "ENGINEER" will serve as the City Engineer for the City of Parma Heights and will give consultation and advice to the "CITY" during the performance of his services.

SECTION 1 - BASIC SERVICES OF THE "ENGINEER"

1.1 GENERAL: The "ENGINEER" will perform professional design services in connection with municipal improvements as stated hereinafter which shall include normal civil, structural, mechanical and electrical engineering services and normal architectural design services incidental thereto. Said engineering and architectural design services shall be authorized by Council legislation or by letter from the Mayor.

After being authorized to proceed to perform professional design services in the manner set forth above, the "ENGINEER" will proceed as follows:

1.2 SCHEMATIC PLANNING PHASE: The "ENGINEER" will review the particular project and review the requirements of the Project and advise the "CITY"

of the necessity of obtaining or providing from others any additional services or data of the types described in paragraph 1.1 above, and act as the "CITY'S" representative in connection with any such services.

On the basis of the "CITY'S" requirements and the data obtained the "ENGINEER" shall prepare schematic planning documents indicating clearly the consideration involved and alternate solutions available to the "CITY", the schematic design shall include schematic layouts, sketches, and preliminary design criteria, and set forth the "ENGINEER'S" recommendations and establish the Scope of the Project.

A preliminary estimate of cost of the project shall be prepared.

1.3 PRELIMINARY DESIGN PHASE: The "ENGINEER" on the basis of written approval of the schematic documents shall prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

A revised preliminary estimate of cost for the project based on the information contained in the preliminary design documents shall be prepared.

1.4 FINAL DESIGN PHASE: The "ENGINEER" on the basis of approved preliminary design documents shall prepare for incorporation in the contract documents, detailed drawings to show the character and scope of work to be performed by Contractor on the project (hereinafter called "DRAWINGS") and Instruction to Bidders, General Conditions, Special Conditions, and Technical Provisions (all of which hereinafter called the "CONTRACT DOCUMENTS").

The "ENGINEER" shall secure or assist the "CITY" in securing approval of Governmental authorities having jurisdiction over the Project.

The "ENGINEER" shall advise the "CITY" of any adjustment of the estimate of cost of the Project caused by changes in scope, design requirements or construction costs and furnish a revised estimate of cost for the Project based on the "DRAWINGS" and "CONTRACT DOCUMENTS".

1.5 BIDDING PHASE: The "ENGINEER" upon authorization by the "CITY" shall assist the "CITY" in obtaining and evaluating bids or proposals.

The "ENGINEER" shall consult with and advise the "CITY" as to the acceptability of subcontractor and other persons and organizations proposed by the prime construction contractor (hereinafter called the "CONTRACTOR") for those portions of the work as to which such acceptability is required by the "CONTRACT DOCUMENTS". This phase shall terminate upon commencement of the Construction Phase or rejection by the "CITY" of bids submitted by the "CONTRACTORS".

1.6 CONSTRUCTION PHASE: The Construction Phase will commence with the execution of the prime construction contract by the "CITY" (or on such other date) as may be specified by the "CITY" for commencement of the work under any

construction contract and will terminate upon written approval by the "ENGINEER" of final payment to the CONTRACTOR".

During the Construction Phase, the "ENGINEER" will:

(a) Consult with and advise the "CITY" and act as its representative as provided in Articles 1 through 17, inclusive of the Standard General Conditions of the Construction Contract, National Society of Professional Engineers document #1910-8, 1996 edition (attached as "EXHIBIT A-1"); the extent and limitations of the duties, responsibilities and authority of the "ENGINEER" as assigned in said Standard General Conditions shall not be modified without the "ENGINEER'S" written consent; all of the "CITY'S" instructions to the "CONTRACTOR(S)" shall be issued through the "ENGINEER" who shall have authority to act on behalf of the "CITY" to the extent provided in said Standard General Conditions except as otherwise provided in writing.

(b) Make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work proceeding in accordance with the "CONTRACT DOCUMENTS", he will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; he will not be responsible for the construction means, methods, techniques, sequences or procedures or the safety precautions and programs incident thereto; his efforts will be directed toward providing assurance for the "CITY" that the completed project will conform to the requirements of the "CONTRACT DOCUMENTS", but he will not be responsible for the failure of the "CONTRACTOR" to perform the construction work in accordance with the "Contract Documents" and during such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the "CITY" informed of the progress of the work, and will endeavor to guard the "CITY" against defects and deficiencies in the work of the "CONTRACTOR" and may disapprove or reject work as failing to conform to the "CONTRACT DOCUMENTS".

(c) Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which the "CONTRACTOR" is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the "CONTRACT DOCUMENTS", and receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the "CONTRACTOR" in accordance with the "CONTRACT DOCUMENTS".

(d) Issue all instructions of the "CITY" to the "CONTRACTOR", prepare routine change orders as required, he may, as the "CITY'S" representative require special inspection or testing of the work; he will act as interpreter of the terms and conditions of the "CONTRACT DOCUMENTS" and judge of the performance thereunder by the parties thereto and will make decisions on all claims of the "CITY" and the

"CONTRACTOR" relating to the execution and progress of the work and all other matters and questions related thereto; but the "ENGINEER" will not be liable for the results of any such interpretations or decisions rendered by him in a non-negligent manner.

(e) Based on his on-site observations as an experienced and qualified design professional and on his review of "CONTRACTOR'S" applications for payment and supporting data, determine the amount owing to the "CONTRACTOR" and approve in writing payment to the "CONTRACTOR" in such amounts; such approvals of payment shall constitute a representation to the "CITY" based on such observations and review, that the work has progressed to the point indicated and that to the best of his knowledge, information and belief, the quality of the work is in accordance with the "CONTRACT DOCUMENTS" (subject to an evaluation of the work as a functioning project upon substantial completion), to the results of any subsequent tests called for in the "CONTRACT DOCUMENTS", to minor deviations from the "CONTRACT DOCUMENTS" correctable prior to completion and to any qualifications stated in his approval but by approving an application for payment, the "ENGINEER" shall not be deemed to have represented that he has made any examination to determine how or for what purpose the "CONTRACTOR" has used the moneys paid on account of the Contract Price.

(f) Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the "CONTRACT DOCUMENTS" and if the "CONTRACTOR" has fulfilled all of his obligations thereunder so that the "ENGINEER" may approve, in writing, final payment to the "CONTRACTOR".

(g) The "ENGINEER" will not be responsible for the acts or omissions of the "CONTRACTOR", any subcontractor or any of the "CONTRACTOR'S" or subcontractor's agents or employees or any other person performing any of the work under the Construction contract.

SECTION 2 - ADDITIONAL SERVICES OF THE "ENGINEER"

2.1 GENERAL: If authorized in writing by the "CITY", the "ENGINEER" will furnish or obtain from others additional services of the following types which are not considered normal or customary Basic Services; these will be paid for by the "CITY" as indicated in Section 4.

Land surveys, establishments of boundaries and monuments and related office computations and drafting.

Line, grade, topographic, easement and rights-of-way surveys and related office plotting of notes, computations, descriptions and drafting.

Field surveys of existing structures, utilities and services and surveys for construction

staking.

Preparation of applications and supporting documents for governmental grants, loans or advances in connection with public works projects will now be covered under the monthly retainer.

Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the "CITY".

Additional services resulting from significant changes in general scope of the Project or its design including but not limited to, changes in size, complexity, "CITY'S" schedule, or character of construction.

Providing renderings or models for the "CITY'S" use.

Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the "ENGINEER".

Preparing documents for alternate bids requested by the "CITY" for work which is not executed or documents for out of sequence work.

Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the "CITY".

Furnish the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, selection of furniture and furnishings, communications, acoustics, kitchens and landscaping.

Additional services resulting from the Project involving more than one prime construction contract, or separate construction contracts for different building trades, or separate equipment contracts.

Services in connection with change orders to reflect changes requested by the "CITY".

Preparing for the "CITY" on request, a set of reproducible record prints of "DRAWINGS" showing those changes made during the construction process, based on marked-up prints, drawings and other data furnished by the "CONTRACTORS" to the "ENGINEER" and which the "ENGINEER" considers significant.

Additional or extended services during construction made necessary by (1) work

damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any "CONTRACTOR", (3) prolongation of the construction contract time of any prime construction contract, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by the "CONTRACTOR" under any prime construction contract.

Preparation of operating and maintenance manuals; extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

Services or consultation after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

Preparing to serve or serving as a witness for the "CITY" in any litigation or other proceeding involving the Project.

Additional services in connection with the Project, including services normally furnished by the "CITY" and services not otherwise provided for in this Agreement.

2.2 RESIDENT SERVICES DURING CONSTRUCTION: If requested by the "CITY" or recommended by the "ENGINEER" and approved in writing by the other, a Resident Project Representative and assistants will be furnished and will act as directed by the "ENGINEER" in order to provide more extensive representation at the Project site during the Construction Phase.

The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants shall be set forth, attached to and made a part of this Agreement before such services begin.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistant (if furnished), the "ENGINEER" will endeavor to provide further protection for the "CITY" against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make the "ENGINEER" responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for the "CONTRACTOR'S" failure to perform the construction work in accordance with the "CONTRACT DOCUMENTS".

SECTION 3 - THE "CITY'S RESPONSIBILITIES

The "CITY" will:

Provide full information as to its requirements for the Project.

Assist the "ENGINEER" by placing at his disposal all available information pertinent

to the Project including previous reports and other data relative to design and construction of the Project.

Furnish the "ENGINEER" services or data as required such as core borings, probing and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing property, boundary easement, right-of-way, topographic and utility surveys; zoning and deed restrictions, and other special data or consultations not covered in paragraph 2.1; all of which the "ENGINEER" may rely upon in performing his services under this Agreement.

Guarantee access to and make all provisions for the "ENGINEER" to enter upon public and private property as required for the "ENGINEER" to perform his services under this Agreement.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the "ENGINEER" and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of the "ENGINEER".

Pay for all costs incident to obtaining bids or proposals from contractors.

Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing service as the "CITY" may require to ascertain how or for what purpose any "CONTRACTOR" has used the moneys paid to him under the construction contract.

Designate in writing a person to act as "CITY'S" Representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define "CITY'S" policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.

Give prompt written notice to the "ENGINEER" whenever the "CITY" observes or otherwise becomes aware of any defect in the project.

Furnish or direct the "ENGINEER" to provide, necessary additional services as stipulated in Section 2 of this Agreement or other services as required.

Bare all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PAYMENT TO THE "ENGINEER"

4.1 - PAYMENT FOR BASIC SERVICE

For such basic services in connection with the construction of public improvements as

described in Section 1 - Basic Services of the "ENGINEER", the "ENGINEER" shall receive compensation on a percentage of the actual cost of construction of all improvements made by this Council and under his control. The percentage paid shall be as follows:

<u>Cost of Construction</u>	<u>Fee</u>
0 to 50,000.00	Per Diem
50,000.00 to 150,000.00	10.00
150,000.00 to 250,000.00	10.00 of 150,000.00 plus 6.5% of amount over 150,000.00
250,000.00 to 500,000.00	8.50 of 250,000.00 plus 6.5% of amount over 250,000.00
500,000.00 to 1,000,000.00	7.50 of 500,000.00 plus 6.5% of amount over 500,000.00
1,000,000.00 to 5,000,000.00	negotiable

In the event the successful bidder's bid is less than 85% of the Engineer's construction estimates, upon approval of Council, the fee for Engineering Services shall be calculated at 85% of the fee calculated using the Engineer's construction estimates. The approval shall not be unreasonably withheld.

The "ENGINEER" shall be entitled to progress payment in the proportion to services performed. The compensation for Basic Services shall be based upon the following percentages of the total fee attributable to various phases of the work.

(1) Schematic Planning Phase	15%
(2) Preliminary Design Phase	20%
(3) Final Design Phase	45%
(4) Bidding Phase	5%
(5) Construction Phase	15%

Until such time as bids are received and contracts awarded compensation to the "ENGINEER" shall be determined by the foregoing percentages and the "ENGINEER'S" estimated construction cost. As the work is constructed, the "ENGINEER" shall receive additional compensation equal to the balance of the fee based upon a percentage of the certificate of payment to the contractor. As soon as the final certificate of payment to the Contractor is issued, any adjustment shall be

made so the total fee shall be a sum equal to the schedule percentage on actual final costs of construction (excluding administrative costs).

In the event proceedings for work are abandoned or postponed and then revived and actively pressed either by this or by a succeeding Council within five (5) years of the date of said abandonment or postponement of such Project, the "ENGINEER" shall credit against the total compensation the payment previously made hereunder, providing of course, that the "ENGINEER" is at that time employed by the "CITY".

The fee provided in this subsection shall cover engineering services as defined and described in Section 1 - Basic Services of the "ENGINEER" as set forth hereinbefore. The above schedule of fees does not include property, topography, boundary or right-of-way surveys, construction staking, inspection of construction, shop, mill, field or laboratory inspection of materials, cost of test borings or other subsurface explorations or calculations of special assessments. These latter services may be provided by the "ENGINEER" on an hourly basis in accordance with the schedule of rates hereinafter set forth in Section 4.2.

No deductions shall be made from the "ENGINEER'S" compensation on account of penalty, liquidated damages, or other amounts withheld from payments to the Contractor.

4.2 - PAYMENT FOR ADDITIONAL SERVICES

For all engineering services as set forth in Section 2 -Additional Services for the "ENGINEER" and in connection with Public Improvements constructed by said "CITY" in cooperation with any Federal Agency for which the "ENGINEER" shall have been authorized to prepare material as hereinafter provided or work not let by Contract, or for special surveys, reports, or the preparation of special assessments and for any and all services neither specified herein before nor incident to nor connected with the construction of public improvements, compensation shall be made on the basis of time spent by the "ENGINEER" or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

Reimbursable expenses shall mean the actual expenses of transportation and subsistence of principals, employees, and consultants for the normal civil, structural, mechanical and electrical engineering services and the normal architectural services incidental thereto when traveling in connection with the Project; expenses incidental to obtaining bids or proposals from Contractors expenses of furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegraphs; reproduction of reports, "DRAWINGS" and "Contract Documents" and similar Project-related items in addition to those required under Section 1; expense of computer time including an appropriate charge of previously established programs; and, if authorized in advance by the "CITY" expense of overtime work requiring higher than regular rates.

SCHEDULE OF HOURLY RATES

City Engineer or Principal Engineer	\$ 100.00/hr
Resident and Assistant Engineer	\$ 85.00/hr
Designer	\$ 70.00/hr
Draftsperson	\$ 60.00/hr
Inspector	\$ 40.00/hr
Office/Clerical	\$ 25.00/hr
Field Crew	\$115.00/hr

Prints, Materials, Supplies and services by others at cost

Payment under this section shall be made at the completion of each service and upon billing by the "ENGINEER", setting forth the time, expense, supplies and transportation furnished.

4.3 - For improvements installed by private enterprise and/or developers which upon completion will be dedicated to and accepted by the "CITY" and which the "CITY" will operate and maintain, the "ENGINEER" will receive an amount equal to one percent (1%) of the cost of constructing and improvements for the review and approval of plans and specifications and for the approval and acceptance of the installation of said improvements. Said fees are collected from developers by the CITY or the ENGINEER.

4.4 - For checking site and drainage plans in connection with applications and residential building permits, the "ENGINEER" shall be paid in accordance to the appropriate fee schedule found in Section 1381.03 "Regulation of Grading" of the Codified Ordinances of Parma Heights as adopted by Ordinance No. 1989-32.

SECTION 5 - GENERAL CONSIDERATION

5.1 - ESTIMATES OF COST

Since the "ENGINEER" has no control over the cost of labor, materials or equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions, his estimates of cost for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the "ENGINEER" cannot and does not guarantee that proposals, bids or the project construction cost will not vary from cost estimates prepared by him.

5.2 - INSURANCE

The "ENGINEER" will secure and maintain such insurance as will protect him from claims under Workers' Compensation Acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. The "ENGINEER" will secure and maintain Professional Liability Insurance with a policy coverage amount of \$1,000,000.00 aggregate. Certificate of Insurance will be placed on file with the city.

5.3 - That the "ENGINEER" shall be in attendance at all Council Meetings, as requested by the Mayor, and such Planning Commission or Council Committee Meetings as requested by the Mayor. When the "ENGINEER" is not in attendance, he shall have a representative present; said representative shall be approved by the Mayor. His services shall be available for consultation to any department of this "CITY" and to any City Official acting in his official capacity in connection with the "CITY'S" business upon approval of the Mayor. In addition the Engineer will assist various department heads with matters that pertain to the City including assist with Department of Economic Development, Service Department and the Administration. ENGINEER will assist with the various departments and will cover the cost under the monthly retainer. The ENGINEER will also perform the necessary plan reviews for the Planning Commission and the fees for the review will be invoiced per project and the funds will remain with the City and be used to help offset the cost of the Monthly Retainer. The ENGINEER will assist the City in various Grant applications and said services will be paid for out of the Monthly retainer. The Only expenses not covered under the monthly retainer would be Surveying Services if required, and the design of engineering projects pertaining to public infrastructure and expansions and or changes to the City Owned facilities that require the Engineers Design Services. The "ENGINEER'S" compensation for services set forth in this section shall be a retainer in the amount of Fifty Two Thousand Eight Hundred Dollars per year (\$52,800.00) payable in monthly installments of \$4,400.00.

5.4 - That Neff & Associates agrees that throughout the life of this Contract, Principals who are also Registered Professional Engineers shall be empowered to serve the "CITY". However, until further notice Daniel J. Neff, P.E. shall serve as Principal Engineer and Neff will assign the assistant engineers position within the first few weeks of the acceptance of the contract. The Assistant Engineer shall during any absence or disability of the Principal Engineer, be empowered to act in his capacity and have all powers and duties, which the law or this contract imposes on the "ENGINEER".

5.5 - That Neff & Associates shall not be employed by or receive compensation from any private developer for the planning of, or in seeking approval of any subdivision

or development within the corporate limits of the City of Parma Heights during the time that the Corporation is employed as City Engineer unless previously disclosed and agreed upon by the City.

5.6 - CAMPAIGN CONTRIBUTIONS

Neff & Associates hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. 3517.13

5.7 - That the employment of the said Neff & Associates shall be for the period beginning **January 1, 2017** and ending **December 31, 2018**.

5.8 - The employment herein provided may be terminated by either party on sixty (60) days written notice to the other provided that such termination shall not affect the duty of the "ENGINEER" to render service not the obligation of the "CITY" to pay for services rendered before the effective time of the termination. The "CITY" has the option of requiring the "ENGINEER" to complete any projects in progress and pay for services as is herein provided.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written, the signature of the City of Parma Heights being affixed by its Mayor pursuant to **Ordinance No. 2016-**__passed by the Council of said City on the __ day of _____, **2016** and in accordance with the provisions of said Ordinance.

In the Presence of:

THE CITY OF PARMA HEIGHTS, OHIO



MAYOR MICHAEL BYRNE

In the Presence of

D.J. NEFF ENTERPRISES, INC.
dba
NEFF & ASSOCIATES

Edward Keaton, P.E. V.Pres.

DANIEL J. NEFF, President

C J Onyak, P.E.

I hereby approved the within Instrument
as to Legal Form and correctness.

Michael D. Pokorny, Law Director