

ORDINANCE NO. 01-18

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH OHM ADVISORS OF 6650 W. SNOWVILLE ROAD, STE A, BRECKSVILLE, OHIO 44141 IN COORDINATION WITH THE CUYAHOGA SOIL & WATER CONSERVATION DISTRICT, THE CUYAHOGA COUNTY BOARD OF HEALTH AND THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE PURPOSE OF ASSISTING THE CITY OF EAST CLEVELAND IN ENFORCING THE STORMWATER MANAGEMENT PLAN IN ORDER TO MEET THE OHIO EPA MUNICIPAL SEPARATE STORM SEWER DISCHARGE (MS4) PERMIT REQUIREMENTS.

Requested By Mayor Brandon L. King  
Sponsored By: Timothy R. Austin, Councilor At-Large

---

**WHEREAS**, OHM has prepared a Stormwater Management Plan specific to the City of East Cleveland pursuant to the Ohio EPA MS4 permit requirement; and

**WHEREAS**, OHM will continue to assist the City of East Cleveland in enforcing an approved Stormwater Management Plan (SWMP) that addresses the six Minimum Control Measures (MCMs):

- MCM #1: Public Education and Outreach
- MCM #2: Public Participation and Involvement
- MCM #3: Illicit Discharge Detection and Elimination
- MCM #4 Construction Site Runoff Control
- MCM #5: Post-Construction Runoff Control
- MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations

and,

**WHEREAS**, OHM will prepare the Annual Report specific to the City of East Cleveland's approved Stormwater Management Plan, and pursuant to the Ohio EPA MS4 permit requirements. Each of the Six Minimum Control Measures stated in the Stormwater Management Plan will be measured for effectiveness within the report pursuant to the attached Proposal #17294 as Exhibit A; and

**WHEREAS**, OHM will work with local governing agencies, and the administration and staff of the City of East Cleveland to assist in the effort to meet the goals of each of the six Minimum Control Measures (MCM) as stated in the approved Stormwater Management Plan for the following year's Annual Report requirement, also as set forth in Exhibit A; and

**WHEREAS**, OHM proposes to complete this scope of services for the lump sum of \$7,500.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of East Cleveland, Ohio, three-fifths (3/5) concurring:


**SECTION 1.** That the Mayor hereby is authorized to execute and deliver the Contract on behalf of the City with such changes therein as shall in the opinion of the Director of Law not substantially or materially change the terms and provisions thereof to the detriment of the City of East Cleveland as set forth in Exhibit A.

**SECTION 2.** That the City shall be bound by the terms of such Contract to compensate the Vendor for work performed pursuant to it.

**SECTION 3.** It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**SECTION 4.** That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: February 20, 2018



JOIE GRAHAM  
PRESIDENT OF COUNCIL

Date: 2/21/18

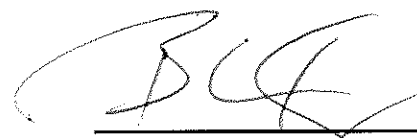
ATTEST:



DR. KHADIJAH F. GUY  
CLERK OF COUNCIL

Date: 2/21/18

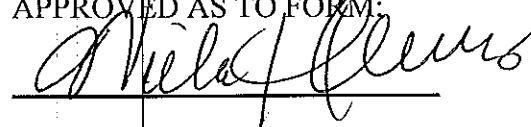
APPROVED:



BRANDON L. KING  
MAYOR

VETO: YES \_\_\_ NO \_\_\_

APPROVED AS TO FORM:



WILLA M. HEMMONS  
DIRECTOR OF LAW

Date: 2/21/18

Emergency n/a    First Read 2/6/18    Second Read 2/20/18

	<u>Yea</u>	<u>Nay</u>
Councilor Joie N. Graham	<u>x</u>	_____
Councilor Ernest L. Smith	<u>x</u>	_____
Councilor Nathaniel Martin	<u>x</u>	_____
Councilor Barbara J. Thomas	<u>excused</u>	_____
Councilor Timothy R. Austin	<u>x</u>	_____



ARCHITECTS. ENGINEERS. PLANNERS.

December 15, 2017

Charles Iyahun  
Director of Finance  
City of East Cleveland  
14340 Euclid Avenue  
East Cleveland, OH 44112

**RE: City of East Cleveland MS4 Annual Report and Assistance  
Proposal # 17294**

Dear Mr. Iyahun,

Thank you for this opportunity to submit this proposal to prepare the Annual Report and provide assistance to enforce the Storm Water Management Plan. This letter presents our proposed scope of services, schedule, fee and "Standard Terms and Conditions".

### **Scope of Services**

Under the Ohio EPA Municipal Separate Storm Sewer Discharge (MS4) Permit, the City of East Cleveland is required to enforce the approved Stormwater Management Plan (SWMP) that addresses six Minimum Control Measures (MCMs):

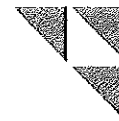
- MCM #1: Public Education and Outreach
- MCM #2: Public Participation and Involvement
- MCM #3: Illicit Discharge Detection and Elimination
- MCM #4: Construction Site Runoff Control
- MCM #5: Post-Construction Runoff Control
- MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations

### **Task #1: Development of the Annual Report**

OHM Advisors will prepare the Annual Report specific to the City of East Cleveland's approved Stormwater Management Plan, and per the Ohio EPA MS4 permit requirements. Each of the Six Minimum Control Measures stated in the Stormwater Management Plan will be measured for effectiveness within the report.

Included in this task is the following:

- Coordination with local and governing agencies bound by MOU's, including Cuyahoga Soil and Water Conservation District, Cuyahoga County Board of Health, and Northeast Ohio Regional Sewer District.
- Coordination/meetings with the City of East Cleveland's staff to review and document necessary requirements.



## Task #2: Enforcement of the Approved Stormwater Management Plan

OHM Advisors will work with local governing agencies, and the administration and staff of the City of East Cleveland to assist in the effort to meet the goals of each of the six Minimum Control Measures (MCM) as stated in the approved Stormwater Management Plan for the following year's Annual Report requirement, as follows:

- MCM #1: Public Education and Outreach
  - Coordinate with Cuyahoga County Soil and Water Conservation District and North East Ohio Regional Sewer District to ensure measurable goals on public education and outreach meet the requirements stated.
- MCM #2: Public Participation and Involvement
  - Coordinate with Cuyahoga County Soil and Water Conservation District and North East Ohio Regional Sewer District to ensure measurable goals on public participation and involvement meet the requirements stated.
- MCM #3: Illicit Discharge Detection and Elimination
  - Coordinate with Cuyahoga County Board of Health and the North East Ohio Regional Sewer District to ensure monitoring of outfalls and mapping updates meet the requirements stated.
- MCM #4: Construction Site Runoff Control
  - Coordinate with Cuyahoga Soil and Water Conservation District, and the City of East Cleveland to ensure all construction site runoff BMPs meet or exceed the requirements stated.
- MCM #5: Post-Construction Runoff Control
  - Coordinate with Cuyahoga Soil and Water Conservation District, and the City of East Cleveland to ensure all post-construction site runoff BMPs and Long Term Maintenance Agreements meet or exceed the requirements stated.
- MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations
  - Coordinate with the City of East Cleveland's service department and administration to ensure all good housekeeping measures and SWPP plans are maintained and meet or exceed the requirements stated.

## **Schedule**

### Task #1: Development of the Annual Report

We are prepared to begin work upon authorization, and complete the annual report for submittal by April 1, 2018 as required by the Ohio EPA.

### Task #2: Enforcement of the approved Stormwater Management Plan

We are prepared to begin work upon authorization, and will continue to provide the necessary assistance to remain compliant through the year ending December 31, 2018



*Fee and Reimbursable Expenses*

<i>#</i>	<i>Tasks</i>	<i>Fee</i>
<i>Task #1</i>	<i>Development of the Annual Report</i>	<i>\$ 3,500</i>
<i>Task #2</i>	<i>Enforcement of the Approved Stormwater Management Plan</i>	<i>\$ 4,000</i>
	<i>Subtotal =</i>	<i>\$ 7,500</i>
	<i>Grand Total =</i>	<i>\$ 7,500</i>



Sincerely,  
OHM Advisors,

Authorization to Proceed

---

Jason Popiel, PE, CPESC  
Jason.popiel@ohm-advisors.com  
D: 330.913-1049 C: 330.687-8113

---

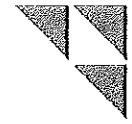
Signature Date

---

Printed Name Title

---

David G. Krock, PE, ENV SP, Director of Northeast Ohio  
David.krock@ohm-advisors.com  
D: 330.913-1045 C: 330.350-0521



## Standard Terms & Conditions

1. THE AGREEMENT – These standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.
2. SERVICES TO BE PROVIDED – OHM Advisors will perform the services as set for the in the attached proposal or scope of services which is hereby made a part of the Agreement.
3. SERVICES TO BE PROVIDED BY OWNER –  
The Owner shall at no cost to OHM Advisors:
  - a. Provided OHM Advisors' personnel with access to the work site to allow timely performance of the work required under this Agreement.
  - b. Provide to OHM Advisors within a reasonable time frame, any and all data and information as may be required by OHM Advisors to perform the services under this Agreement.
  - c. Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. PERIOD OF SERVICE – The services called for in this Agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors' reasonable control.
5. COMPENSATION – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly: based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for sub consultant services, equipment rental or other special project related terms at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT – Invoice shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner 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 charge at the rate of one percent per month from said thirtieth day.
7. LIMIT OF LIABILITY – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and it Officers, Directors, Partners, employees, agents, and sub consultants, and any of them to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officer, Directors, employees, agents or sub consultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.
8. ASSIGNMENT – Neither party to this Agreement shall transfer, sublet or assign any duties, rights under or interest in this Agreement without the prior written consent of the other party.





9. NO WAIVER -- Failure of either party to enforce, at any time, 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 or breaches of such provisions.
10. GOVERNING LAW -- The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
11. DOCUMENTS OF SERVICE -- The Owner acknowledge OHM Advisors' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM Advisors, however OHM Advisors shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM Advisors. In accepting and utilizing any drawings or other data on any electronic media provided by OHM Advisors, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM Advisors and will be corrected as part of OHM Advisors' basic Scope of Services.
12. TERMINATION -- Either party may at any time terminate this Agreement upon giving the other party 7 calendar days' prior written notice. The Owner 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.
13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES -- In the event that the Owner fails to pay OHM Advisors the amount shown on any invoice within 60 days of the date of the invoice, OHM Advisors may after giving 7 days' notice to the Owner, suspend its services until payment in full for all services and expenses is received.
14. OPINIONS OF PROBABLE COST -- OHM Advisors' preparation of Opinions of Probable Cost represent OHM Advisors' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM Advisors has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM Advisors makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
15. JOB SITE SAFETY -- Neither the professional activities of OHM Advisors, nor the presence of OHM Advisors or our employees and sub consultants at a construction site shall relieve the General Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM Advisors has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions. The Owner agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM Advisors shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.
16. DISPUTE RESOLUTION -- In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM Advisors 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.