

AGENDA

CANFIELD CITY COUNCIL
REGULAR MEETING
May 20, 2026-5:30 P.M.

FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call: Quorum is Present - Meeting is in Session.
4. Proclamations & Presentations.
5. Approval of Minutes.
6. Reading of Communications.
7. Reports of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.
8. Public questions from residents (or representative) related to the above referenced reports. Questions may be limited to three (3) minutes.
9. Recognition of Persons Desiring to Appear Before Council.

10. OLD BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

Public Comments.

11. NEW BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

A. An ORDINANCE Declaring Surplus Property and Authorizing its Disposal.

Description: When it is determined that certain vehicles or equipment are no longer useful to, or needed by the City, Council must declare the item(s) as surplus and authorize the disposal of the items.

Action Needed: Consideration of passage of the ordinance.

Attachment(s): None.

Public Comments

B. An ORDINANCE Authorizing Contract Modification Number 1 with MS Consultants, Inc for the C.H. Campbell Elementary Water Service Improvement Project.

Description: This modification is for the inclusion of additional services associated with construction, inspection and administration. The cost of Modification 1 is in the amount of \$35,000.

Action Needed: Consideration of passage of the ordinance.

Attachment(s): Modification No. 1

Public Comments

- C. An **ORDINANCE** Authorizing the City Manager to Enter Into An Agreement with MS Consultants, Inc in the form attached hereto for professional services related to the 2026 Street Improvement Project.

Description: This Ordinance is for the engineering, Design and Bidding for the 2026 Street Paving. The street scheduled to be paved are: Callahan, Winona and Verdant. Alternate streets are: Montridge and Gennaro Place. The cost of the Engineering for street paving is \$35,000.

Action Needed: Consideration of passage of this ordinance.

Attachment(s): Agreement for Professional Services from MS Consultants.

Public Comments

- D. An **ORDINANCE** Authorizing the City Manager to Enter Into A Contract with MS Consultants, Inc for Engineering Services related to the Fairground Blvd waterline replacement project.

Description: This Ordinance is for the Engineering, Design and Bidding for a waterline replacement on Fairground Blvd. The cost of the engineering is \$56,147.00.

Action Needed: Consideration of passage.

Attachment(s): Agreement for Professional Services from MS Consultants.

Public Comments

12. Council Comments.

13. Adjournment

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE DECLARING SURPLUS PROPERTY
AND AUTHORIZING ITS DISPOSAL

WHEREAS, the City Manager has recommended that certain vehicles/equipment are no longer needed by the City; and

WHEREAS, Council desires to declare the following vehicles/equipment surplus and dispose of them.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: The following vehicles/equipment are hereby declared surplus:

2016 F350 VIN 1FTRF3B60GEA89381
Approximately 100 Chairs from the Rotary Community Building

Section 2: The City Manager is hereby authorized to dispose of the listed vehicles/equipment in accordance with the applicable City of Canfield Ordinances.

Section 3: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Ohio Revised Code.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D. 2026.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

CERTIFICATION OF PUBLICATION

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____
First Reading: _____

ORDINANCE

**AN ORDINANCE AUTHORIZING CONTRACT MODIFICATION NUMBER 1
WITH MS CONSULTANTS, INC FOR THE C.H. CAMPBELL
ELEMENTARY WATER SERVICE IMPROVEMENT PROJECT**

WHEREAS, the Council of the City of Canfield authorized the City Manager to enter into a contract with MS Consultants, Inc. on January 21, 2026 for the C.H. Campbell Elementary Water Service Improvement Project; and

WHEREAS, the City Manager and City Engineer recommends a Contract Modification Number 1, pursuant to section 1 and 4 of the contract for the construction administration and inspection of the construction improvements; and

WHEREAS, Council desires to authorize Contract Modifications Number 1 for the City of Canfield, C.H. Campbell Elementary Water Service Improvement Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: Contract Modification Number 1 is hereby authorized in an amount of \$35,000 pursuant to the description and scope of work attached.

Section 2: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D. 2026.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

**MODIFICATION NO. 1
To
ENGINEERING AGREEMENT**

**FOR INCORPORATING THE PROFESSIONAL ENGINEERING SERVICES
FOR
*C.H. CAMPBELL ELEMENTARY WATER SERVICE IMPROVEMENT***

1. **DATE:** May 11, 2026
2. **OWNER:** City of Canfield
3. **ORIGINAL AGREEMENT:** November 4, 2025
4. **CONSULTANT:** ms consultants, inc.
5. **MODIFICATIONS UNDER CONTRACT CLAUSES**

Section 1 - Services of Engineer
Section 4 – Invoices and Payments

6. **REASON FOR MODIFICATION**

This modification is for the inclusion of additional services associated with construction inspection and administration.

7. **MODIFICATION IN AGREEMENT**

SECTION 1 - SERVICES OF ENGINEER

SECTION 1 ADD:

The ENGINEER shall provide *construction inspection and administration services* not originally anticipated in accordance with Section 1 of the agreement dated *November 4, 2025* as detailed in Exhibit 'A-1'.

SECTION 4 – INVOICES AND PAYMENTS

SECTION 4 ADD:

For the Engineering Services during the *construction inspection and administration phase* of the project as described in Exhibit 'A-1', a *not-to-exceed fee of Thirty Five Thousand Dollars and no cents (\$35,000.00)*.

All other parts of the Engineering Agreement are unchanged and remain in force.

IN WITNESS WHEREOF, the parties hereunto have caused this Modification No. 1 to be executed, as of the date and year first above written, by affixing the signature of the duly authorized officer of **ms consultants, inc.** and by the *City of Canfield*.

City of Canfield

By: _____

ms consultants, inc.

By: _____

Title: _____

Date: _____

EXHIBIT "A-1"
TO THE ENGINEERING AGREEMENT

CITY OF CANFIELD
C.H. CAMPBELL ELEMENTARY WATER SERVICE IMPROVEMENT

SCOPE OF SERVICES
MAY 11, 2026

PART 1 – PROJECT UNDERSTANDING

ms consultants, inc. (ENGINEER) understands that the City of Canfield (OWNER) desires to improve the water service connectivity for C.H. Campbell Elementary School. The project generally consists of the installation of 650 linear feet of water service improvements and the installation of gate valves to provide isolation. The improvements will provide multiple waterlines to feed the school through the existing service line. The new valves will allow for isolation of the lines on Moreland, Deertrail, and Blueberry Hill.

Following "Notice to Proceed" from the OWNER, ENGINEER shall initiate professional services for the project. The Scope of Work is presented below.

1.1 PROJECT MANAGEMENT

- 1.1.1. ENGINEER shall provide project management services including internal and external project coordination, scope, schedule, budget, invoicing, and quality assurance/quality control.

1.2 CONSTRUCTION SERVICES

1.2.1. General Administration of Construction Contract

- a. Engineer shall consult and advise the Owner. All of the Owner's instructions to Contractor(s) will be issued through Engineer who will have authority to act on behalf of the Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.2.2. Visits to Site and Observation of Construction

- a. **Engineer shall provide a project representative (PR) totaling no more than 160 hours of full-time inspection for one inspector to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s) work.** The work will be based on the Contractor's schedule. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep the Owner informed of the progress of the work.
- b. The purpose of Engineer's visits to the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer efforts to provide for the Owner a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work. Also Engineer shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s)', or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Engineer can neither guarantee the performance of the

construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.2.3. Defective Work

- a. During such visits and on the basis of such observations, Engineer may advise the Owner to disapprove or reject Contractor(s) work while it is in progress if Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.

1.2.4. Interpretations and Clarifications

- a. Engineer shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.2.5. Shop Drawings

- a. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.2.6. Substitutes

- a. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.2.7. Disputes between the Owner and Contractor

- a. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of work. Engineer shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.2.8. Application of Payment

- a. Based on Engineer's onsite observations as an experienced and qualified design professional, and on review of applications for payments and the accompanying data and schedules:
- b. Engineer shall determine the amount owing to Contractor(s) is such amount. Such recommendations of payment will constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations).
- c. By recommending any payment, Engineer will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor(s) work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor(s) work for the purposes of recommending

payments will not impose on Engineer responsibility to supervise, direct or control such work for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examinations to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between the Owner and the Contractor that might affect the amount that should be paid.

1.2.9. Contractor(s) Completion Documents

- a. Engineer shall receive and review schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, test and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to the Owner with written comments.

1.2.10. Inspections

- a. Engineer shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor or supplier, or any of the Contractor(s) or subcontractors' or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

PART 2 – ASSUMPTIONS

- 2.1.1. ENGINEER shall not be required to revise its work if revisions are inconsistent with previous approvals, instructions or information provided by the Owner without receiving additional compensation.

PART 3 – OWNERS RESPONSIBILITIES

- 3.1.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to ENGINEER's services for the project.
- 3.1.2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 3.1.3. If the OWNER designates a person to represent the OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER shall be set forth in an exhibit that is to be identified, attached to and made part of this Agreement before such services begin.
- 3.1.4. Give prompt written notice to ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.

- 3.1.5. Furnish, or direct ENGINEER to provide additional services as stipulated in this Agreement or other services as required in a timely manner.
- 3.1.6. Bear all costs incidental to compliance with the requirements of this section.

PART 4 – ADDITIONAL SERVICES OF ENGINEER

4.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

- 4.1.1. If authorized in writing by the OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed. These services are not included as part of Basic Services; these shall be paid for by the OWNER as a negotiated extra to the proposed work.
 - a. Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character in construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
 - b. Preparing to serve or serving as a consultant or witness for the OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project.

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH MS CONSULTANTS, INC.
IN THE FORM ATTACHED HERETO FOR PROFESSIONAL SERVICES
RELATED TO THE 2026 STREET IMPROVEMENT PROJECT

WHEREAS, the City of Canfield hereby desires to engage MS Consultants, Inc. for professional services related to the 2026 Street Improvement Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, COUNTY OF MAHONING COUNTY, AND STATE OF OHIO:

Section 1: That the City Manager is hereby authorized and directed to enter into the attached agreement with MS Consultants, Inc. for professional services described therein, for an amount not to exceed Thirty-Five Thousand and no/100 (\$35,000.00).

Section 2: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meeting of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: _____
_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT ("Agreement") effective as of _____, 2026 ("Effective Date") between the City of Canfield 104 Lisbon Street, Canfield, Ohio 44406 ("Owner") and ms consultants, inc., 333 East Federal Street, Youngstown, Ohio 44503 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: 1.5" mill and fill resurfacing project of various City streets as identified in Exhibit A.

Engineer's services under this Agreement are generally identified as follows: Engineer shall provide design, bidding, and construction administration/inspection services for the Owner's Project.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in this Agreement.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 2.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

4.03 Compensation

- A. Owner shall pay Engineer for Basic Services set for in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 1. A Lump Sum amount of **\$35,000.00**.
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in this Agreement is conditioned on a period of service not exceeding the Time for Completion set forth in Paragraph 3.02. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining

prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in an exhibit to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

Exhibit K – Amendment to Owner-Engineer Agreement.

EICDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless both parties mutually agree to use other general conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.

- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. Upon compensation in accordance with the terms of this Agreement all right, title and interest in or to the Documents will be owned by the Owner, as applicable, and considered to be works made for hire and owned by the Owner.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Owner may use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without

liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in this paragraph. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
 - 1. **Commercial General Liability.** Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and / or property damage with a \$1,000,000 annual aggregate. This shall include products / completed operations coverage and shall also include Broad Form Contractual Insurance specifically covering this Agreement.
 - 2. **Business Automobile Liability.** Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Consultant with a minimum combined single limit of liability of \$1,000,000 for bodily injury, death and / or property damage.
 - 3. **Workers' Compensation / Employers' Liability.** Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.
 - 4. **Professional Liability.** Professional Liability Insurance in an amount not less than \$2,000,000 per claim / annual aggregate on a claims-made basis.

- B. Owner shall procure and maintain policies of property and liability insurance for the Project. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in the Agreement. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in the Agreement. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and the Agreement will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the

effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other dispute resolution procedures.

- B. All disputes between the parties arising out of this Agreement that are not resolved by negotiation shall be subject to arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- C. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- D. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Confidential and Proprietary Information*: Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Engineer pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available by Owner to any third-party without the express written consent of the Engineer unless such information (a) was known by the Owner prior to receiving the confidential information from the Engineer; (b) becomes rightfully known to the Owner from a third-party source not under an obligation to the Engineer to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Owner in breach of this Agreement; or (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.
- G. *Construction*: The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it
- H. *Counterparts*: This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer beyond those identified as Basic Services in Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in an exhibit to this Agreement.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A- Scope of Services

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

[THE BOTTOM OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Canfield

Engineer: ms consultants, inc.

By: _____
Print name: David A. D'Apolito
Title: City Manager
Date Signed: _____

By: Steve Preston
Print name: Steve Preston, P.E.
Title: Project Manager
Date Signed: May 12, 2026

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

104 Lisbon Street
Canfield, Ohio 44406
Designated Representative (Paragraph 8.03.A):
David A. D'Apolito
Title: City Manager
Phone Number: 330-533-1101
E-Mail Address: ddapolito@canfield.gov

333 East Federal Street
Youngstown, Ohio 44503
Designated Representative (Paragraph 8.03.A):
Steve Preston, P.E.
Title: Project Manager
Phone Number: 330-744-5321
E-Mail Address: spreston@msconsultants.com

EXHIBIT "A"
TO THE ENGINEERING AGREEMENT
CITY OF CANFIELD, OHIO
2026 STREET IMPROVEMENT PROJECT

SCOPE OF SERVICES
MAY 12, 2026

PART 1 – PROJECT UNDERSTANDING

ms consultants, inc. (Engineer) understands that the City of Canfield (Owner) intends to enter into an agreement with an Engineer for the 2026 Street Improvement Project. The project will include 1.5" mill and fill and miscellaneous partial depth repairs (PDR). The Scope of Services for the project consists of the following:

2026 Street Improvement Project- Base Bid		
Street	Limits	Activity
Callahan	Entire Street	1.5" Mill & Fill
Winona	Entire Street	1.5" Mill & Fill
Verdant Lane	Entire Street	1.5" Mill & Fill
2026 Street Improvement- Alternate Bid		
Street	Limits	Activity
Montridge Drive	Hilltop to Neff	1.5" Mill & Fill
Gennaro Place	Herbert Road to Russo Drive	1.5" Mill & Fill

Following "Notice to Proceed" from the Owner, Engineer shall initiate professional services for the project. The Scope of Work is presented below.

1.1 PROJECT MANAGEMENT

- 1.1.1. Engineer shall provide project management services including internal and external project coordination, scope, schedule, budget, invoicing, and quality assurance/quality control.

1.2 DESIGN SERVICES

- 1.2.1. Prepare specifications relative to the resurfacing of the streets.
 - a. Specifications shall include standard 1.5" "mill and fill" pavement specifications including pavement planing, tack coat, and asphalt surface course.
- 1.2.2. Construction drawings showing the location of the roadway section to be resurfaced or repaired shall be provided in the contract documents. A standard cross section detail will be provided. Specifications will follow ODOT Construction & Material Specifications.
- 1.2.3. Produce a set of bidding documents that will include construction drawings, notices to Contractors, general and special conditions and construction specifications.
- 1.2.4. Provide a detailed construction cost estimate based on current prices calculated from items of work to be performed.
- 1.2.5. Engineer shall prepare three sets of contract documents and coordinate execution amongst Owner and Contractor.

1.3 DELIVERABLES

- 1.3.1. Final Deliverable
 - a. Final Plans (.PDF)
 - b. Bid Document (.PDF)
 - c. 100% Cost Estimate (.PDF)

1.4 BIDDING SERVICES

- 1.4.1. Engineer shall prepare legal notice for advertisement by the Owner. The Owner shall submit the legal notice to the circulation of record and be responsible for all advertisement fees.
- 1.4.2. Engineer shall distribute plans and bid documents to interested bidders electronically through Engineer's Newforma software.
- 1.4.3. Engineer shall respond to requests for information (RFI) during the bidding procedure.
- 1.4.4. Engineer shall prepare and issue addenda (one addendum assumed).
- 1.4.5. Engineer shall prepare for and attend the bid opening.
- 1.4.6. Engineer shall review all bids and perform reference checks as necessary.
- 1.4.7. Engineer shall prepare a bid tabulation and recommendation of award letter.
- 1.4.8. Following Award, Engineer shall prepare three contract books and coordinate execution between the Owner and the selected Contractor.

1.5 CONSTRUCTION SERVICES

- 1.5.1. General Administration of Construction Contract
 - a. Engineer shall consult and advise the Owner. All of the Owner's instructions to Contractor(s) will be issued through Engineer who will have authority to act on behalf of the Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.
- 1.5.2. Visits to Site and Observation of Construction
 - a. **Engineer shall provide a project representative (PR) totaling no more than 96 hours of full-time inspection for one inspector for the scheduled duration of the project to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s) work.** The work will be based on the Contractor's schedule. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep the Owner informed of the progress of the work.
 - b. The purpose of Engineer's visits to the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer efforts to provide for the Owner a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work. Also Engineer shall not

have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s)', or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

1.5.3. Defective Work

- a. During such visits and on the basis of such observations, Engineer may advise the Owner to disapprove or reject Contractor(s) work while it is in progress if Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.

1.5.4. Interpretations and Clarifications

- a. Engineer shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.5.5. Shop Drawings

- a. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6. Substitutes

- a. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7. Disputes between the Owner and Contractor

- a. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of work. Engineer shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.8. Application of Payment

- a. Based on Engineer's onsite observations as an experienced and qualified design professional, and on review of applications for payments and the accompanying data and schedules:
- b. Engineer shall determine the amount owing to Contractor(s) is such amount. Such recommendations of payment will constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations).

- c. By recommending any payment, Engineer will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor(s) work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor(s) work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examinations to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between the Owner and the Contractor that might affect the amount that should be paid.

1.5.9. Contractor(s) Completion Documents

- a. Engineer shall receive and review schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, test and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to the Owner with written comments.

1.5.10. Inspections

- a. Engineer shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor or supplier, or any of the Contractor(s) or subcontractors' or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

PART 2 – ASSUMPTIONS

2.1.1. The following items are not included:

- a. Drainage design is not included.
- b. Field survey is not included.
- c. Meetings outside of those explicitly noted herein.

2.1.2. Geotechnical investigation was previously completed under separate contract by BEL Geotechnical.

2.1.3. Due to availability of funds, Engineer assumes that the project shall consist of standard mill and fill resurfacing only. Mill and fill projects will rejuvenate the road surface and address surface-level issues such as cracks, small potholes, and road unevenness. By its nature, mill and fill resurfacing will not address underlying sub-base or sub-grade issues that are present in the existing roadway. If the roads foundation is compromised, such as with poor drainage, poor soils or base material, or structural weaknesses, these problems will persist and lead to deterioration of the road once this project is complete. Underlying base issues require extensive reconstruction to ensure long-term stability and performance.

2.1.4. The Engineer assumes that work to be performed will be a standard resurfacing project only. Curb replacement, drainage improvements, valve improvements, etc. are not included. If additional

engineering is required outside of a standard "mill and fill" project, Engineer and Owner shall negotiate a modification to this agreement.

- 2.1.5. The Engineer intends to use the allocated budget for the base bid and any selected alternates for construction inspection. At the time of this agreement, the Owner has not yet selected the alternates. Construction inspection services will be provided for the chosen alternates until the allocated budget is exhausted. Once the budget limit is reached, a contract modification will be required to continue inspection of any additional alternates.
- 2.1.6. Engineer shall not be required to revise it's work if revisions are inconsistent with previous approvals, instructions or information provided by the Owner without receiving additional compensation.

PART 3 – OWNERS RESPONSIBILITIES

- 3.1.1. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to Engineer's services for the project.
- 3.1.2. Assist Engineer by placing at Engineer's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 3.1.3. If the Owner designates a person to represent the Owner at the site who is not Engineer or Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of Engineer shall be set forth in an exhibit that is to be identified, attached to and made part of this Agreement before such services begin.
- 3.1.4. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services.
- 3.1.5. Furnish, or direct Engineer to provide additional services as stipulated in this Agreement or other services as required in a timely manner.
- 3.1.6. Bear all costs incidental to compliance with the requirements of this section.

PART 4 – ADDITIONAL SERVICES OF ENGINEER

4.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

- 4.1.1. If authorized in writing by the Owner, Engineer shall furnish or obtain from others Additional Services of the types listed. These services are not included as part of Basic Services; these shall be paid for by the Owner as a negotiated extra to the proposed work.
 - a. Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character in construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.
 - b. Preparing to serve or serving as a consultant or witness for the Owner in any litigation, arbitration or other legal or administrative proceeding involving the project.

- c. Assistance with preparing funding applications.

PART 5 – SCHEDULE

- 5.1.1. Engineer estimates that bid documents will be prepared and ready for bidding within thirty (30) calendar days of Notice to Proceed.

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH MS CONSULTANTS, INC FOR ENGINEERING SERVICES
RELATED TO THE FAIRGROUND BLVD WATERLINE PROJECT AND
DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Canfield desires to proceed with the replacement of a waterline on Fairground Blvd; and

WHEREAS, Council desires to authorize a Professional Services Contract with MS Consultants, Inc for engineering services related to the Fairground Blvd Waterline Replacement Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: The City Manager is hereby authorized to enter into a contract with MS Consultants, Inc. for engineering services related to the Fairground Blvd. waterline replacement project.

Section 2: Cost of said professional services shall not exceed \$56,147.00 (see attached proposal).

Section 3: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety of the inhabitants of the City of Canfield, Ohio. Said emergency exists by reason of the fact that it is necessary that legislation become effective immediately in order to not delay the project.

Section 4: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D., 2026.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

I, the undersigned, Clerk of Council of the City of Canfield, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days to-wit: _____

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT ("Agreement") effective as of _____, 2026 ("Effective Date") between the City of Canfield, 104 Lisbon Street, Canfield, Ohio 44406 ("Owner") and ms consultants, inc., 333 East Federal Street, Youngstown, Ohio 44503 ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Replacement of an aging 6" waterline with an upsized 8" waterline on Fairground Boulevard between the Southeast City limits and SR 46.

Engineer's services under this Agreement are generally identified as follows: Waterline design and bidding assistance.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in this Agreement.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 2.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

4.03 Compensation

- A. Owner shall pay Engineer for Basic Services set for in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 1. *Basic Services- See Exhibit A*
 - a. **A Lump Sum amount of \$56,147.00.**
 2. Engineer may alter the distribution of compensation between task orders noted herein upon task order authorization to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in this Agreement is conditioned on a period of service not exceeding the Time for Completion set forth in Paragraph 3.02. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

ARTICLE 5 – OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials,

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in an exhibit to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that

Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless both parties mutually agree to use other general conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.

- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. Upon compensation in accordance with the terms of this Agreement all right, title and interest in or to the Documents will be owned by the Owner, as applicable, and considered to be works made for hire and owned by the Owner.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Owner may use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without

liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in this paragraph. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
 - 1. **Commercial General Liability.** Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and / or property damage with a \$1,000,000 annual aggregate. This shall include products / completed operations coverage and shall also include Broad Form Contractual Insurance specifically covering this Agreement.
 - 2. **Business Automobile Liability.** Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Consultant with a minimum combined single limit of liability of \$1,000,000 for bodily injury, death and / or property damage.
 - 3. **Workers' Compensation / Employers' Liability.** Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.
 - 4. **Professional Liability.** Professional Liability Insurance in an amount not less than \$2,000,000 per claim / annual aggregate on a claims-made basis.

- B. Owner shall procure and maintain policies of property and liability insurance for the Project. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in the Agreement. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in the Agreement. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and the Agreement will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the

effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other dispute resolution procedures.

- B. All disputes between the parties arising out of this Agreement that are not resolved by negotiation shall be subject to arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Page

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Reserved.*
- C. *Reserved.*
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered

or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- B. *Survival*: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability*: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Confidential and Proprietary Information*: Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Engineer pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available by Owner to any third-party without the express written consent of the Engineer unless such information (a) was known by the Owner prior to receiving the confidential information from the Engineer; (b) becomes rightfully known to the Owner from a third-party source not under an obligation to the Engineer to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Owner in breach of this Agreement; or (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.
- G. *Construction*: The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it
- H. *Counterparts*: This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer beyond those identified as Basic Services in Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in an exhibit to this Agreement.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A: Scope of Services

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

[THE BOTTOM OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Canfield

Engineer: ms consultants, inc.

By: _____

By: Steve Preston

Print name: David A. D'Apolito

Print name: Steve Preston, PE

Title: City Manager

Title: Regional Operations Leader- Municipal

Date Signed: _____

Date Signed: May 12, 2026

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

104 Lisbon Street
Canfield, Ohio 44503

333 East Federal Street
Youngstown, Ohio 44503

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

David A. D'Apolito

Steve Preston, PE

Title: City Manager

Title: Project Manager

Phone Number: 330-533-1101

Phone Number: 330-744-5321

E-Mail Address: ddapolito@canfield.gov

E-Mail Address: spreston@msconsultants.com

EXHIBIT "A"
TO THE ENGINEERING AGREEMENT

CITY OF CANFIELD
FAIRGROUND BOULEVARD WATERLINE REPLACEMENT

SCOPE OF SERVICES
MAY 12, 2026

PART 1 – PROJECT UNDERSTANDING

The City of Canfield (OWNER) intends to replace an aging 6" waterline along Fairground Boulevard that is prone to continued maintenance caused by repeat breaks. The existing 6" cast iron waterline will be upgraded to an 8" waterline spanning approximately 1,825 linear feet between South Broad Street (SR 46) and the City of Canfield limits.

Following "Notice to Proceed" from the OWNER, ms consultants, inc. (ENGINEER) shall initiate professional services for the project. The Scope of Work is presented below.

1.1 PROJECT MANAGEMENT

- 1.1.1. ENGINEER shall provide project management services including internal and external project coordination, scope, schedule, budget, invoicing, and quality assurance/quality control.

1.2 KICKOFF MEETING

- 1.2.1. Upon receiving a "Notice to Proceed", ENGINEER will proceed with a kick-off meeting to discuss and more fully define the project requirements. The ms team will prepare an agenda and meet with the OWNER to kick-off the project. The purpose of the meeting will be to further refine the overall goals of the project, identify any areas of concern that may prove to be problematic to a successful outcome, and provide a basic review of available documents. The meeting will be a combination of in-person and virtual so that appropriate staff may attend.

1.3 FIELD SURVEY

- 1.3.1. ENGINEER or subconsultant of the ENGINEER shall perform the following survey activities:
 - a. Establish project control;
 - b. Request OUPS on-site markings of existing utilities;
 - c. Perform a topographic survey at 25' intervals of the right-of-way to right-of-way plus 10';
 - d. Locate/shoot all observable features and utilities including inverts and pipe sizes;
 - e. Establish property lines and right-of-way within the project area.

1.4 DESIGN SERVICES

- 1.4.1. ENGINEER shall prepare 60% and 100% construction drawings and submit for the OWNER's review. ENGINEER will make revisions as requested by the OWNER at the 60% review stage. The following are assumed drawing deliverables at each stage:

- a. 60% Deliverable
 - i. Title Sheet
 - ii. Alignment (Plan & Profile)
 - b. 100% Deliverable
 - i. Title Sheet
 - ii. General Notes & Details
 - iii. Alignment (Plan & Profile)
- 1.4.2. ENGINEER will provide internal QA/QC and constructability reviews at each design submittal stage.
- 1.4.3. ENGINEER shall prepare plan and profile sheets with a scale of 1" = 20' horizontal and 1" = 5' vertical on 22"x34" sheets. The construction drawings will be completed using AutoCAD Civil 3D 2024 or later software.
- 1.4.4. Utility Coordination
- a. ENGINEER shall place an OUPS call to determine anticipated utilities within the project area.
 - b. At each design stage, the ENGINEER shall submit plan drawings to all existing utility owners in the project area for review and verification.

1.5 SOIL BORINGS

- 1.5.1. Subconsultant of the ENGINEER shall perform two soil borings to a depth of ten (10) feet. Soil borings shall include traffic control and patching of soil boring hole following investigation.
- 1.5.2. Subconsultant shall perform laboratory testing and provide a geotechnical report of analysis and recommendations for the ENGINEERs use in preparation of the project bid documents.

1.6 COST ESTIMATING

- 1.6.1. A cost estimate shall be prepared and submitted at the 60% and 100% deliverable stages.

1.7 PREPARATION OF SPECIFICATIONS AND BID DOCUMENTS

- 1.7.1. ENGINEER shall prepare specifications and bid documents which are to include a project manual, technical specifications, and bid form. ENGINEER's up-front standard documents will be utilized for the project manual.

1.8 ASSISTANCE DURING BIDDING PHASE

- 1.8.1. ENGINEER will prepare the bid advertisement of OWNER's submittal for publication. OWNER shall cover all associated submission costs.
- 1.8.2. ENGINEER shall prepare and maintain a log of all questions/RFIs during bidding and prepare responses to each.
- 1.8.3. ENGINEER assumes preparation of one addendum during bidding.
- 1.8.4. ENGINEER shall attend the bid opening.

- 1.8.5. ENGINEER shall review all bids, check references as needed, and prepare the bid tabulation.
- 1.8.6. A recommendation of award letter will be prepared and submitted to the OWNER along with the bid tabulation.
- 1.8.7. ENGINEER shall prepare contract documents and distribute for execution ahead of the pre-construction meeting.

1.9 DELIVERABLES

- 1.9.1. 60% Design Stage
 - a. 60% Plans (.PDF)
 - b. 60% Cost Estimate (.PDF)
- 1.9.2. 100% Design Stage
 - a. 100% Plans (.PDF)
 - b. 100% Cost Estimate (.PDF)
 - c. 100% Bid Documents (.PDF)
- 1.9.3. Bidding Stage
 - a. Bid Tabulation (.PDF)
 - b. Recommendation of Award (.PDF)
 - c. Three (3) Contract Books (.PDF)

PART 2 – ASSUMPTIONS

- 2.1.1. The scope of work does not include the following items:
 - a. Environmental Investigation & Wetland Evaluation/Delineation
 - b. Construction Administration/Inspection
 - c. Preparation of Record Drawings
 - d. Subsurface Utility Engineering (SUE)
 - e. Right-of-way/easement negotiations with affected property owners (if necessary)
 - f. Recording of easements (if necessary)
 - g. Water Modeling
- 2.1.2. ENGINEER assumes that this project does not require Ohio EPA Water Supply Data Sheet notification/permitting through the OAC 3745-91-02 (D). As such, the project would be expect from plan approval since the diameter of the existing is 6" and the proposed has a change in pipe size of less than 4" (new pipe size= 8" diameter). The replacement will comply with the requirements of the Ten States Standards, and to our knowledge there area no known areas of water or soil contamination.
- 2.1.3. The project is expected to have a total disturbed acreage of less than one acre, SWP3 permitting is not anticipated.
- 2.1.4. ENGINEER shall not be required to revise its work if revisions are inconsistent with previous approvals, instructions or information provided by the OWNER without receiving additional compensation.

PART 3 – OWNERS RESPONSIBILITIES

- 3.1.1. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to ENGINEER's services for the project.
- 3.1.2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 3.1.3. If the OWNER designates a person to represent the OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER shall be set forth in an exhibit that is to be identified, attached to and made part of this Agreement before such services begin.
- 3.1.4. Give prompt written notice to ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.1.5. Furnish, or direct ENGINEER to provide additional services as stipulated in this Agreement or other services as required in a timely manner.
- 3.1.6. Bear all costs incidental to compliance with the requirements of this section.

PART 4 – ADDITIONAL SERVICES OF ENGINEER

4.1 SERVICES REQUIRING AUTHORIZATION IN ADVANCE

- 4.1.1. If authorized in writing by the OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed. These services are not included as part of Basic Services; these shall be paid for by the OWNER as a negotiated extra to the proposed work.
 - a. Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, character in construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
 - b. Preparing to serve or serving as a consultant or witness for the OWNER in any litigation, arbitration or other legal or administrative proceeding involving the project.
 - c. Assistance with preparing funding applications.

PART 5 – SCHEDULE

- 5.1.1. ENGINEER estimates that bid documents will require approximately three (3) months from the Notice to Proceed to complete.

MINUTES
CANFIELD CITY COUNCIL
PUBLIC HEARING/REGULAR MEETING
MAY 6, 2026-5:30 P.M.

MRS. OLIVER: This is a public hearing on:

New Ordinance §1151.01 (O) Permitting Outside Storage in B-2 Zoning Districts

MRS. OLIVER: Atty. Fortunato would you like to explain.

ATTY. FORTUNATO: This is a public hearing which is required when you're amending the zoning ordinance. We're amending it here to allow conditional permitted use in B-2 for storage unrelated to the business located on the lot. This isn't storage for a company that needs to store materials related to the business. This is storage unrelated to the underlying use of the property. It will be conditionally permitted meaning that they have to satisfy certain conditions at the time that it is established and continuing thereafter. If it is established in accordance with the conditions it later falls out of compliance then the permit goes away. It is conditionally permitted. We are modifying 1151.01 (O) of our conditional use permit ordinance to allow unrelated outside storage on a B-2 lot subject to these 7 conditions.

1. The storage area but be located 200' from all right of ways.
2. The storage area(s) shall include a fence or other buffers that the zoning commission deems to be appropriate at least 6' high.
3. The outside storage shall not be the primary use of that location.
4. The storage area must be constructed in accordance with all city and county stormwater management requirements.
5. The property must consist of no less than 2 acres.
6. The storage area shall occupy no more than fifty percent (50%) of that 2 acres.
7. The height of any stored items shall not, individually or in the aggregate stacked, exceed 15 feet.

Those are the conditions for approval. At this point, I'd recommend that we put this in place. We started the process, stalled a little bit and then reengaged. Planning & Zoning seems fine with it. Council seems fine with it. Specifically, Mr. Schialdone, we pass Ordinances out and you get stuff in your emails and we're seeking some feedback from you. In this case, Mr. Schialdone reminded us to add something in here relative to height. We hadn't had that in here, it was a great idea. So, we have a maximum height of 15 feet. We checked with our transportation height expert what bridge heights are. I think the ordinance is in good form. I recommend approval.

MR. SCHIALDONE: Did we ever find out the height of one of those containers?

ATTY. FORTUNATO: I don't think we found out the height. But 13 ½ feet is bridge clearance, then we said no higher than 15 feet. I don't know if that would be 2 of those pods.

MR. D'APOLITO: I believe they are 8' high.

MR. SCHIALDONE: As close as they are to that residential property.

MR. D'APOLITO: This would prohibit the stacking because 15 feet.

MR. SCHIALDONE: Okay. I just don't want to build a wall in those people's backyards. I know I wouldn't want one in mine.

ATTY. FORTUNATO: Keep in mind, there will also be a buffer, landscaped area of which planning thinks is appropriate. That's it.

MRS. OLIVER: Thank you. Is there anybody here that would like to address council?

MR. MORVAY was sworn in by Mrs. Oliver.

MR. JOHN MORVAY: John Morvay, 7 Willow Way. So, this is a specific property?

ATTY. FORTUNATO: No. We're just allowing it in that zoning district.

MR. MORVAY: B-2, refresh my memory where B-2 is.

ATTY. FORTUNATO: Tyler help me out.

ZONING INSPECTOR: It's purple. Essentially, W. Main. Do you see where that big red section is, the purple surrounds that.

ATTY. FORTUNATO: So, anywhere in B-2 you can do this, if your lot is 2 acres. If you have the ability to set it back 200 feet. It's going to be tough for anybody to do it. None of what we do is ever for 1 lot. The genesis of this may have been the request of a lot owner but we have to consider the district and the community in whole rather a just one property.

MR. MORVAY: Your restrictions prevent this from being an eyesore.

ATTY. FORTUNATO: We don't want it to be seen from the road so it's 200 feet back and everything is required to be buffered. Can't occupy more than 50% of the lot. The lot has to be 2 acres.

MR. MORVAY: This will not create a slippery slope?

ATTY. FORTUNATO: No.

MR. SCHIALDONE: I think Mr. D'Apolito suggested putting in arborvitae as a barrier.

MR. D'APOLITO: Yes. That's just an idea. It's up to Planning.

ZONING INSPECTOR: Essentially, the process for this is, if we make it a conditional use, they would still have to apply for a conditional use permit through me. We would then go before Planning & Zoning, set a public hearing. At the public hearing, if anybody in the area wants to speak at that, they could, just like we are now. Planning & Zoning would make the decision for any buffer.

MR. D'APOLITO: They would receive notice in the mail of the hearing.

MR. MORVAY: I know you do a fantastic job making the city look nice. I know you're cognizant of that. Thank you.

MRS. OLIVER: Thank you. Anyone else wishing to address council? Hearing none.

MRS. OLIVER: We are going to adjourn from the public hearing and open up the regular meeting.

REGULAR MEETING
May 6, 2026- 5:40 P.M.

The meeting was called to order by Christine Oliver, President of Council, followed by the Pledge of Allegiance. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Graham, Mr. Nacarato, Mrs. Oliver and Mr. Schialdone.

Staff present: Christine Clayton, Finance Director; Charles Colucci, Chief of Police, and Tyler Thorn, Zoning Inspector.

Absent: John Rapp, Public Works Superintendent.

Under **Presentations and Proclamations**, there were none.

Under **APPROVAL OF MINUTES**, the Minutes of the Regular Meeting on April 15, 2026 were approved as presented.

Under **READING OF COMMUNICATIONS**, there were none.

Under **REPORTS** of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.

MRS. OLIVER: Let's start with you Mr. Nacarato.

MR. NACARATO: Design Review met last evening. We had 4 things on our agenda. Two got Tabled and the other two items passed. The Minutes will be coming out and I'll consider that my report.

MRS. OLIVER: Thank you. Mr. Schialdone.

MR. SCHIALDONE: Thank you, Mrs. Oliver. Parks and Recreation met today. The minutes have not been approved of course but we're trying to devise a system for the Main Street Cemetery to get the paving done. We don't know how we're going to do this but we're going to devise a system of possibly piece milling it out or try and get a bid of \$75,000 or under.

MR. D'APOLITO: Hopefully, yes.

MR. SCHIALDONE: That's it. Thank you.

MRS. OLIVER: Thank you. Mayor Dragish.

MR. DRAGISH: I have no report this evening.

MRS. OLIVER: Mr. Graham.

MR. GRAHAM: No report from Planning & Zoning. I do have a question. When we refer here at council that the minutes have been posted, I know we receive those, are they posted on the city's website?

CLERK: They are not posted on the website until they are sign or approved. I give them to you as a draft.

MR. GRAHAM: So, there is a delay in them being on our website.

CLERK: Yes.

MR. D'APOLITO: Until they're officially approved we can't post them.

MR. GRAHAM: Okay.

MRS. OLIVER: On the fire board we have 234 total calls, no fire losses, this is for the month of April, There were 138 ambulance transports, we provided 5 mutual aid and we received 1. That's all I have for the fire board. Mr. D'Apolito are you going to take care of Mr. Rapp's report?

MR. D'APOLITO: I will be speaking on behalf of Mr. Rapp tonight.

MRS. OLIVER: Do you want to do it at the same time?

MR. D'APOLITO: I can do it now.

MRS. OLIVER: Okay, for our Public Works Superintendent, Mr. Rapp.

MR. D'APOLITO: Stick and Limb Pick-Up has been completed. All residents received at least 1 stick and limb pick up, per week in each quadrant. Public Works repaired a water leak today on Fairview. It was a pretty good leak. I was out there for most of the morning, mowing continues. Unfortunately, the weather is getting in the way of mowing. The CCR Report has been completed; which is the Consumer Confidence Report for our water. It will be distributed to residents on or before June 30th.

MRS. OLIVER: Thank you. Our Finance Director, Mrs. Clayton.

FINANCE DIRECTOR: I finished the capital assets section of the information needed for our annual report for the state auditor's. As Julian & Grube work on the report, they'll need more information from me. The state auditor's, the team that does our audit, wrapped up their testing today on our cash basis. They've been here for 3 weeks. They're going to go do a township audit and then they will be back to audit the rest of the report, once it's filed by the end of this month.

MRS. OLIVER: Thank you. Our Zoning Inspector, Mr. Thorn.

ZONING INSPECTOR: Thank you, Mrs. Oliver. For the month of April, we had 31 permits that we issued that totaled out to be \$1,487,976.80. Year to date permits have been 66 and the year to date permit value is \$1,840,645.28. Design Review met last night and Planning & Zoning is next Thursday. That's all I have.

MRS. OLIVER: Thank you. Our Clerk of Council, Mrs. Bernat.

CLERK: Thank you, Mrs. Oliver. The Concerts on the Green pamphlet that you have in front of you, in the past Council would announce the concerts and read the sponsors, if you would like to sign up to announce a concert, just let me know when you're available.

MRS. OLIVER: Thank you. One thing I noticed last year when I popped in to one, I was thanked by people there because they hadn't seen anybody there doing it in a while. So, I think it's really important that we do that for the community. Mr. D'Apolito, our City Manager.

MR. D'APOLITO: Thank you, again. I just wanted to talk about stick and limb as well. It ended on May 1st. We implemented a new process this year, instead of going by quadrants, we were in every quadrant almost every day. We didn't just do one quadrant for a week and then we

were gone. There were complaints from people and I think they were justified, that it wasn't fair based on weather and things like that. Some quadrant had it early on in the season and others later on when the weather was better, so we implemented a new process, I think it went very well, it was quite successful. We're always trying to better serve our residents. If there is any feedback on that, I'd love to hear it. Everything so far has been very positive.

Last Friday, as everyone here knows was Civic Day on May 1st. We held a Mock City Council Meeting with the students taking on the roles of the city officials. The students did a great job. I just wanted to acknowledge them. We had a great luncheon with the Mayor of the City of Youngstown at the luncheon at St. Michael's.

Also, big news, Fair Park now has free wi-fi available for anyone at Fair Park. So, no password required. The city got that installed.

Finally, I stopped into Skippy's Tavern on Monday and it's under construction but it's near completion. It's in the new plaza, the renovated plaza and it's just going to be a beautiful place, it's fantastic. The owners are very excited. I just went in to introduce myself and let them know if there is anything the city could do to help, we're available. It should be opening in the next couple of weeks.

MRS. OLIVER: It is beautiful. Anthony Sebastiani took my husband and myself through it and gave us a tour. I'm real excited about it. They're going to have a great menu. It should definitely bring some people to Canfield. I'm excited. Our Police Chief, Chief Colucci.

CHIEF OF POLICE: Thank you. This past Sunday, Sunday, Monday and Tuesday, Asst. Chief Weamer and I were in Columbus for the Ohio Chief's of Police, In-Service Training. It was excellent training. It gets us up date with any current labor law, collective bargaining law, school safety issues across the country and the state. We had a speaker who worked for a police department in Colorado he was on the entry team at Columbine. He was later on another entry team at another school shooting/bombing in Colorado, we learned a lot from him. Ironically enough, a year or two later his daughter was at a night club in Los Angeles and while she was there, there was an active shooter in that bar. He's the expert, he's seen a lot and she calls him from an attic inside the bar. They interviewed her and he instilled in here; whether you're in a school or any public place to seek shelter, move, get out of harms way. She did it. She was safe. There was a police officer killed at that bar. It was tremendous training. I appreciate the city allowing us to go. We're definitely bringing things back to our officers and community.

Last Friday, at Civic Day we typically do legislation on texting and driving. We did it again last Friday. The junior's from Canfield High School that were here, they were a good group. Not many challenging us, that was a good thing. We teamed up with the State Highway Patrol this year, specifically in an attempt to reduce distracted driving. It's a campaign the Highway Patrol put on. We were one of the local departments that teamed up with them and worked with them. Since February we issued 17 citations for driving while texting. We gave 13 verbal

warnings. I just want to go over it real fast. I'll read it and if there are any questions. It's 4511.204 of the Ohio Revised Code-Driving while texting. No person shall operate a motor vehicle, trolley or streetcar on any street, highway, or property open to the public for vehicular traffic while using, holding, or physically supporting with any part of the person's body an electronic wireless communications device. For confusion, I'll keep this short, you may answer a call and hold it to your ear while driving but you can't dial out and hold the phone to your ear while driving. Obviously, you can run it through Apple Car Play, that's what I use. Whatever your cars wireless bluetooth system is. You may dial 911, if there is a legitimate emergency. The only other exemption is if the police are using it in the capacity of their job. So, there is no dialing, holding it on your leg, no holding it in your hand on speaker phone. Just to prevent any confusion on the law. The goal is to prevent distracted driving. I was working in January and somebody hit me, struck me in the rear on 224 in the construction zone. They were on the phone. He was texting. It happens. There isn't anyone in here, including myself that hasn't been guilty of it. You do everything that you can to prevent it and keep people safe on the road. I hope that cleared up what you can or can't do with a phone in a car.

MR. D'APOLITO: You said you can talk on it but you said you can't have it in your hand.

CHIEF OF POLICE: You can answer the call up to your ear but you can't hold it. Like if you're dialing out, there is no dialing out. It's specific to holding it to the ear. Holding it out here and talking, by the legislature seems to be more of a risk or distraction than holding it up to your ear.

MRS. OLIVER: Let's remind everybody that May is also National Law Enforcement Appreciation Month. Attorney Fortunato.

ATTY. FORTUNATO: No report.

MRS. OLIVER: Thank you. Council any questions on the reports that you just heard? Hearing none. Residents?

BRUCE NEFF: Bruce Neff, 68 W. Main Street. I just wanted to ask the Chief if he was in a marked car when you were rear-ended?

CHIEF OF POLICE: I was in a city vehicle that was unmarked when it happened. But when he hit me, and was disabled on the bridge, I did put my lights on. It got his attention.

MRS. OLIVER: Thank you. Anybody else? Hearing none.

ATTY. FORTUNATO: I'd like to add one thing. In 2010, this city adopted a text messaging law driving prohibition. It took a long time for everybody to catch up with that.

CHIEF OF POLICE: The state, it wasn't in effect until June 2025.

Under **PERSONS DESIRING TO APPEAR BEFORE COUNCIL:**

MR. JOHN MORVAY: John Morvay, 7 Willow Way. I don't want to be stoned to death but are you allowed to put make-up on?

ATTY. FORTUNATO: Where do you want to put the make-up on? (Laughter)

MR. SCHIALDONE: Do you have it in your purse?

MR. DRAGISH: It's a man purse.

MR. MORVAY: I was at a light and 3 cars around me all female drivers and they were all putting make-up on. I just had to say that. The Rotary Civic Day, that was Rotary that put that on. I remind you that when you donate to Rotary 100% of your donation goes back to our community. We have no expenses. The Fly the Flag Program, you see we're putting Flags in around the city and that's a fundraiser for us. We charge \$50.00 a year. We take that flag in and out. We put it out on holidays. I did my flag route the other day. It's just so impressive to see that. People supporting Rotary. On a national level we tackle polio, illiteracy, homelessness and we have ½% administrative cost at the national level. That's what Rotarians do. I've talked about this before. David you're in your 3rd year now, right?

MR. D'APOLITO: Yes, sir.

MR. MORVAY: We need to keep this continuity going that's established here. David, I think he's doing a great job. I asked you before to look at his contract to see if we can extend that. I'm hoping that you're on that path. No noise is good news. Usually my phone rings still, hey, John what about this. You guys are doing such a great job in the city, Tyler, Christine, Chief, Mark, David, David, Patty. It's just a wonderful place to live. Just one more comment. Thank you, Donnie, Christine for representing Canfield in the Commissioner's race. We can't all be there at the end but Christine congratulations on your victory yesterday. Let's keep that going. Thank you.

MRS. OLIVER: Thank you. I have to say something about flags. When the flag gets put in, this happens all the time, I'll be walking upstairs at night walking down the hallway and it will catch the corner of my eye and I'll think someone is standing in my front yard. I'm proud to be a Rotarian along with Anthony. Anyone else desiring to speak with council? Hearing none.

Under **OLD BUSINESS:**

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NACARATO: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MRS. OLIVER: Mr. Nacarato could you read Item A under old business.

MR. NACARATO: Madam President, I have a new ordinance 1151.01 (O)Permitting Outside Storage in B-2 Zoning Districts. I move for passage.

MRS. OLIVER: Mr. Fortunato already explained everything to us.

MR. DRAGISH: Second.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2026-14.

Under **NEW BUSINESS:**

ITEM A: An Ordinance Authorizing the City Manager to Enter Into A Contract with MJD Excavating, Inc for the Glenview Drive Culvert Replacement Project and Declaring an Emergency.

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. GRAHAM: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MRS. OLIVER: Mr. Schialdone would you please read letter A.

MR. SCHIALDONE: Thank you, Mrs. Oliver. An Ordinance Authorizing the City Manager to Enter Into A contract with MJD Excavating Inc. for the Glenview Drive Culvert Replacement Project and Declaring an Emergency. I move for passage.

MRS. OLIVER: Any questions?

MR. D'APOLITO: It's the replacement of the culvert on Glenview. It's a pretty major project but we have funding in place. We put it out to bid. We have a low bidder. Our engineering firm, MS did the vetting for us and MJD is qualified to handle it. It was a substantially lower bid than expected. We'll get the project started.

MRS. OLIVER: When do you think that will begin and approximately how long will it take? I've been getting a lot of questions on that.

MR. D'APOLITO: I don't know exactly when it will begin but if it's passed and we get the paperwork signed, by myself and the company, I believe the contract has a 45-day requirement, to be completed in that timeframe, once it is started. There will be exceptions for weather delays and things like that. It's a major project. They are putting in a cement box culvert. It will be much improved as well.

MRS. OLIVER: Thank you. Any other questions? Hearing none.

MR. D'APOLITO: I recognize it's an inconvenience. It is a necessary inconvenience. That road is unsafe to use.

MRS. OLIVER: Do I have a second.

MR. NACARATO: Second.

ROLL CALL ON ORDINANCE:

5 Votes-Yes

0 Votes-No

Ordinance passes.

Ordinance 2026-15.

ITEM B: An Ordinance Authorizing the City Manager to Enter Into A Contract with Z-Tech Builders & Excavators Inc. for the C.H. Campbell Elementary Water Service Improvement Project and Declaring an Emergency.

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. SCHIALDONE: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NACARATO: Second

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MRS. OLIVER: Mr. Graham would you please read letter B.

MR. GRAHAM: Yes, Madam President, I have An Ordinance Authorizing the City Manager to Enter Into A Contract with Z-Tech Builders & Excavators Inc. for the C.H. Campbell Elementary Water Service Improvement Project and Declaring an Emergency. I move for passage.

MR. SCHIALDONE: Second.

MRS. OLIVER: Do you need to elaborate on this Mr. D'Apolito?

MR. D'APOLITO: I'd be happy to. This is a project that came in much lower than expected as well. Z-Tech Builders were vetted as well by MS Consultants, our engineers, so they're qualified to handle this project. It will create a loop. We have a lot of water breaks up there near the school. This will create a loop and we hopefully won't have to turn off water to the school, ever. It will help the fire suppression greatly, if there is an incident at the school.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2026-16.

ITEM C: An Ordinance Declaring Surplus Property and Authorizing its Disposal.

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. GRAHAM: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. SCHIALDONE: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MR. DRAGISH: Certainly, I have an Ordinance Declaring Surplus Property and Authorizing its Disposal. I move for passage.

MR. D'APOLITO: On the list is a 2011 Ford F450 that has been replaced with a brand-new truck that was just delivered. We're not letting anybody drive it until we get floor coverings. The workers, work hard, they get dirty. What's being replaced is a pick-up truck with a dump bed. We'll be putting it up for auction on our website. We also have some switches that are no longer useful to our I.T. Department. Those will go for bid as well. Then we have a list of guns. I'll let the police chief speak to those.

MRS. OLIVER: Chief Colucci.

CHIEF OF POLICE: These are guns that we have ceased over the years or people have turned into us; they no longer wanted them. The gun was forfeited to us through the courts. We need to put them on our inventory. Whenever we buy new weapons or we want to clear out of evidence room, where we store them, as long as we comply with our city ordinance 143.05, we're good to go as far as getting rid of them. Typically, we use it when we're buying new weapons, trade them in. At this point in time we're not doing that. They're starting to add up and we want to clear them out. We don't have any use for them.

MR. SCHIALDONE: Do you have any options as far as getting rid of them?

ATTY. FORTUNATO: Yes, 143.05 has two options. Once declared surplus the Chief will be given the authority and direction to dispose of them by either incineration or destruction or to sell to a firearms dealer maintaining a federal firearms license.

MR. SCHIALDONE: That's the only person you can sell them to?

CHIEF OF POLICE: Correct.

MR. SCHIALDONE: A licensed dealer.

ATTY. FORTUNATO: That's it.

MR. SCHIALDONE: Just curious.

CHIEF OF POLICE: Actually, at one time officers were allowed to purchase them but our beloved friend Frank Micchia, he got that changed. Any officers who are interested or anybody from the public, we'll tell you who ends up buying them and you can buy them. Fair market value.

ATTY. FORTUNATO: From a legal standpoint, this is fabulous, those are the two options.

MR. SCHIALDONE: Probably best to stick with those.

MR. D'APOLITO: We'd never want one of those weapons to get into the wrong hands.

CHIEF OF POLICE: They go to the dealer and the background process takes place for someone to purchase them.

MRS. OLIVER: Any other questions?

MR. MORVAY: On your list you have PD Use and Trade, I'm confused on that.

CHIEF OF POLICE: It will give us the ability to trade them in or if one of the guns has a business intent for us to utilize one of these weapons for a back-up weapon or a conceal carry weapon, then we'll be able to use them. Not personally but for business.

MR. MORVAY: I was just confused.

MR. D'APOLITO: Probably not based on our ordinance. There are only 2 options.

MR. MORVAY: That maybe should be amended.

MR. D'APOLITO: That's just the list but we're going to have to follow the Ordinance.

ATTY. FORTUNATO: I think the purpose column should be struck out of there. It doesn't matter. There are two ways to get rid of them. Whatever purpose is irrelevant.

MRS. OLIVER: Any other questions?

MR. SCHIALDONE: Second.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2026-17.

ITEM D: A Motion Making Appointments to Boards, Commissions and Committees

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Motion and authorize reading by title only.

MR. NACARATO: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MR. NACARATO: Madam President, I have a Motion Making Appointments to Boards, Commissions and Committees. I move for passage.

MRS. OLIVER: Are you going to read the name?

CLERK: There is just one person on the Motion. Mr. Morvay is being appointed to the Parks, Recreation and Cemetery Board.

ATTY. FORTUNATO: For the record that person is Mr. Morvay pursuant to this Motion being appointed to the Parks, Recreation & Cemetery Board.

MRS. OLIVER: Thank you.

ATTY. FORTUNATO: If anybody objects, Mr. Morvay is right there.

MR. D'APOLITO: We should note that we have the opening because of a resignation of one of our members.

MR. GRAHAM: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.
Motion 2026-08.

ITEM E: A Motion Changing the dates of the council meetings for the months of July and August, Pursuant to Section 3.09 of the Charter of the City of Canfield.

MRS. OLIVER: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Motion and authorize reading by title only.

MR. GRAHAM: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

MRS. OLIVER: Mr. Schialdone, could you please read Item E.

MR. SCHIALDONE: Thank you, Mrs. Oliver. A Motion Changing the dates of the council meetings for the months of July and August, Pursuant to Section 3.09 of the Charter of the City of Canfield. I move for passage.

MR. GRAHAM: Second.

CLERK: The dates for the council meetings will be July 15th & August 12th.

MR. D'APOLITO: We should mention that there is only 1 meeting per month.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.
Motion 2026-09.

Under **COUNCIL COMMENTS:**

MRS. OLIVER: Any comments?

MRS. OLIVER: I would just like to say, thank you. It's nice to see a lot of people come. To see my daughter out there and her friend. It's nice for young people to come and observe a council meeting.

MR. SCHIALDONE: Congratulations Mr. Morvay.

MRS. OLIVER: I thank Mr. Morvay for joining our Parks and Recreation Board. I want to say, thank you to everybody supporting me here in our city and county. I'm very honored. It's a true honor, thank you.

MRS. OLIVER: Do I have a motion to adjourn?

MR. NACARATO: I'll make that motion.

MR. SCHIALDONE: Second.

MRS. OLIVER: We are adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL