

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL DESIGN SERVICES



RFQu #7043

**Professional Design Services for Cleveland Metroparks for Projects with
Design Fees of \$75,000 or Less**

ISSUED: June 17, 2026

STATEMENT SUBMITTAL DUE: July 24, 2026, 2:00 P.M. (ET)

CLEVELAND METROPARKS

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS

Request for Qualifications for Professional Design Services in accordance with ORC 153.67.

RFQu may be obtained by visiting www.clevelandmetroparks.com/main/openbids.aspx, or www.publicpurchase.com. Statement of Qualifications ("Statement") must be received and entered into Public Purchase, <http://www.publicpurchase.com>, by **2:00 P.M. (ET)** on July 24, 2026. As set forth in ORC 9.28, qualifications will be available for public inspection after Cleveland Metroparks makes an award. No late qualifications will be considered.

RFQu #7043: Professional Design Services with Design Fees of \$75,000 or Less

Firms must comply with all applicable federal and state laws and regulations pertaining to Equal Employment Opportunities.

Cleveland Metroparks is a governmental agency exempt from all local, state and federal taxes. Firms shall be responsible for the collection of and payment of all sales and other taxes that may be applicable.

Qualifications must be received and entered into Public Purchase, <http://www.publicpurchase.com>.

Any firm that submits, or attempts to submit, a Statement is solely responsible for the method of submission and assumes the risk that the Statements may be delayed or not received by Cleveland Metroparks, whether by reason of equipment malfunction, human error or any other cause whatsoever. **LATE STATEMENTS WILL NOT BE CONSIDERED.**

No qualification may be withdrawn for at least sixty (60) days after the scheduled closing time for receipt of qualifications.

Cleveland Metroparks reserves the right, in its sole discretion, to negotiate or to reject any and all Statements and parts of any and all Statements and waive all technicalities.

BY THE ORDER OF THE BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT.

Brian M. Zimmerman, Chief Executive Officer
The Plain Dealer: June 17, 2026

The Board of Park Commissioners of the Cleveland Metropolitan Park District ("Cleveland Metroparks") is soliciting qualifications from firms interested in RFQu #7043, Professional Design Services for Projects with Design Fees of \$75,000 or less.

This Request for Qualifications consists of:

TABLE OF CONTENTS

Information Regarding Cleveland Metroparks	1
1. Scope of Work and Required Qualifications	2
2. Important Dates	3
3. RFQu Process	4

EXHIBIT A – Professional Services Agreement Template

EXHIBIT B- Firm Services Form

CLEVELAND METROPARKS

Information Regarding Cleveland Metroparks

Cleveland Metroparks exists as a separate political subdivision of the State of Ohio and is not part of any local or other political subdivision. Cleveland Metroparks is comprised of more than 25,000 acres, 18 reservations, 9 golf courses and Cleveland Metroparks Zoo. The Park District is governed by Cleveland Metroparks Board of Park Commissioners, represented by three citizens who serve three-year, staggered terms without compensation. Board members are appointed by the Presiding Judge of Probate Court of Cuyahoga County, the Honorable Anthony J. Russo, and members currently include Yvette M. Ittu, Bruce G. Rinker and Dan T. Moore.

The purpose of Cleveland Metroparks is rooted in the enabling legislation creating the Park District in 1917, as articulated in Ohio Revised Code Section 1545.11:

The Board of Park Commissioners may acquire lands either within or without the Park District for conversion into forest reserves and for the conservation of the natural resources of the state, including streams, lakes, submerged lands and swampland, and to those ends may create parks, parkways, forest reservations and other reservations and forest, develop, improve, protect and promote the use of the same in such manner as the Board deems conducive to the general welfare.

Cleveland Metroparks Zoo, a division of Cleveland Metroparks since 1975, is a 183-acre zoological park attracting over one million guests annually. The Zoo's attractions include African Savanna, featuring African Elephant Crossing, Asian Highlands, Australian Adventure, Primate Cat & Aquatic Building, the Rainforest, Rosebrough Tiger Passage, and Wilderness Trek. Cleveland Metroparks Zoo aims to capitalize on the unique role of zoos in saving critically endangered species, be a model in sustainability and trusted voice in wildlife conservation, provide lifetime learning experiences, and make Cleveland Metroparks Zoo a top destination in Northeast Ohio and nationwide.

Cleveland Metroparks Mission: Protecting nature, connecting communities and inspiring conservation of our world.

Cleveland Metroparks Zoo Mission: We create compelling experiences that connect people with wildlife and inspire personal responsibility for conserving the natural world.

Dignity & Respect Statement: Dignity and Respect at Cleveland Metroparks is the acceptance, appreciation, and inclusion of differences among people to foster an environment where individuals are valued and equal opportunities are created so that all employees can reach their potential, maximize their contributions, and advance Cleveland Metroparks' mission and level of excellence. Cleveland Metroparks respects diversity of race, color, religion, age, national original national ancestry, sex, pregnancy, gender, military service or veteran status, mental or physical disability, genetic information, and thought and practice, including, but not exclusive to education, socio-economic background and work experience.

Cleveland Metroparks employs an equal opportunity policy consistent with all federal and state laws.

Cleveland Metroparks employs an equal opportunity policy and sources and involves minority, disadvantaged enterprises in all of its bids and quotes for competitive participation. Cleveland Metroparks invites minority and female business enterprises (MBEs/DBEs/FBEs) to participate in this and all other competitive processes.

1. Scope of Work and Required Qualifications

- A. Cleveland Metroparks is inviting qualified design professional firms interested in partnering, to submit their qualifications to provide architectural, engineering, landscape architecture, surveying and other related professional services for Cleveland Metroparks' various projects with a professional design fee of \$75,000 or less. Projects with a design fee exceeding \$75,000 will have an individual RFQu process for each project.
- B. Cleveland Metroparks regularly has several small projects requiring professional services, several of which are ready to proceed immediately. Firms submitting their Statements of Qualification ("Statements") by July 24, 2026, will be considered for those projects.
- C. Statements will be kept on file for the period from August 1, 2026 until July 31, 2027 (the "RFQu Period") at which time all firms will need to update their Statements. Firms may voluntarily update their Statements anytime during the RFQu Period.
- D. Professional design services may include a wide range of scopes from feasibility studies and development of cost budgets to completion of construction drawing and permitting. Categories of services which may be required during the RFQu Period include but are not limited to the list below. Firms may submit qualifications in any one or more of the categories.
 - 1. Architectural
 - a) Studies of existing or proposed structures
 - b) Development of plans and documents
 - c) Interior design
 - d) Permitting and code evaluation and interpretation
 - e) LEED evaluation or commissioning
 - 2. Engineering
 - a) Civil Engineering including site development, bridge structures, retaining walls, hydraulic and/or hydrologic studies, stream and wetland restoration, slope stabilization and utilities
 - b) Structural engineering including evaluation of existing structures and designs for new building(s) or miscellaneous structure(s)
 - c) Mechanical engineering including heating, ventilation and air conditioning, plumbing and fire protection
 - d) Electrical engineering including high voltage distribution, building power and lighting, control wiring, interior and exterior lighting

- e) Geotechnical engineering including soil and rock investigations, slope stability analysis, foundation and retaining wall designs
 - f) Energy modeling
 - g) Environmental engineering including environmental evaluations, site evaluations (Phase I and Phase II studies), ODOT Categorical Exclusion studies, material sampling, testing and reporting, to include RECRA
 - h) Unmanned aerial systems services and software design services
 - i) GIS support and systems evaluation, including database, middleware, and web development in support of core software and software customization
 - j) Aerial photogrammetry / LiDar data collection
 - k) Project cost estimation
 - l) Permit and code evaluation and interpretation
 - m) Americans with Disabilities Act compliance and review
 - n) Construction support, management, administration, inspection and other construction related services
- 3. Landscape Architecture including site development, planting and irrigation design
 - 4. Surveying including boundary and topographic surveys, preparation of plats and legal descriptions and construction layout

E. Required Qualifications. Cleveland Metroparks requires each firm submitting a Statement to demonstrate the following qualifications:

- 1. Competence to perform the required professional design services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services
- 2. Ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional design services or design-build services competently and expeditiously
- 3. Past performance of the firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting of deadlines
- 4. Any other relevant factors as determined by Cleveland Metroparks

2. Important Dates

Below is the target schedule, which is subject to change:

June 17, 2026	RFQu issued
July 10, 2026, 5:00 p.m. (ET)	Deadline for written questions from firms via Public Purchase
July 14, 2026, 5:00 p.m. (ET)	Responses to questions posted via Public Purchase
July 24, 2026, 2:00 p.m. (ET)	Deadline for submitting Statement of Qualifications
July 31, 2026	Target for identification of qualified firms (subject to change)

3. RFQu Process

A. Invitation

Qualifications for RFQu #7043 (“Proposals”) must be received and entered into Public Purchase, <http://www.publicpurchase.com>, by **2:00 p.m. (ET), on July 24, 2026**.

Proposals will become open for public inspection after Cleveland Metroparks makes an award (as referenced in O.R.C. 9.28).

B. Cleveland Metroparks Contact Personnel

For all procurement-related questions, please contact Michelle McHale Director of Procurement, at mlm7@clevelandmetroparks.com. For any question relating to the requirements of the RFQu or the design services, please submit via Public Purchase as required in Section 3.C.

C. Written Questions

Written questions must be submitted into www.publicpurchase.com by July 10, 2026 by 5:00 p.m. (ET). Cleveland Metroparks will respond to written questions by July 14, 2026 by 5:00 p.m. (ET) via www.publicpurchase.com. Cleveland Metroparks will not be responsible for any oral instructions or information.

Firms considering responding to this RFQu are strictly prohibited from communicating with any member of Cleveland Metroparks staff regarding this RFQu except as set forth herein. All questions must be submitted via Public Purchase.

D. Requirements of the Statement of Qualifications

Firms interested in being considered for a contract to provide the requested services should reply with a Statement. The Statement shall be completed by each firm in such detail as to facilitate a complete and comprehensive analysis. The Statement should

describe all qualifications. Specifically, the Statement shall include the following information and documents:

(FAILURE TO PROVIDE ANY OR ALL OF THE REQUIRED INFORMATION OR DOCUMENTS MAY RESULT IN YOUR STATEMENT BEING REJECTED.)

a. Firm History and Experience:

i. Cover Letter

- a. Name, address and phone number of the offices where the personnel assigned to projects may be based
- b. Name, title, email address and phone number of the principal contact person

ii. Firm Overview: Firm history and general description of the services provided

iii. Firm Services Form: Identify professional services capabilities on provided spreadsheet, Exhibit B, and attach to public purchase as an excel (xlsx) file format

iv. Staffing: Total firm staffing broken down by discipline and showing the number of licensed staff by discipline

v. Resumes: Resumes for the Principal-in-charge, Project Manager, Project Professionals and any other proposed key staff, including phone numbers and email addresses

vi. Experience: Firm's experience providing professional services on projects similar to those undertaken by Cleveland Metroparks, including contact person from the prior project's owner/manager, project costs, completion dates and scope of services provided

vii. Insurance: Professional liability insurance limits and name of carrier

viii. Diversity: Provide your firms' plan to ensure that Cleveland Metroparks' core value of diversity as previously described is achieved. Please note that successful firms may be required to report use of diverse (MBE/DBE/FBE) subconsultants.

ix. Sustainability. Describe the firm's experience and cost and constructability planning related to sustainability initiatives

b. Financial Information.

- i. Identify any work that was awarded to you that you failed to complete, explaining where, when and why

- ii. Identify any contracts on which you have defaulted, explaining where, when and why
 - iii. Identify all lawsuits or arbitration proceedings pending or resolved within the last five years involving your firm and a general description of the nature of the claims being asserted
- c. References.
- List three references, including the company name, address, contact person, email and telephone number. By providing the Statement, you authorize any person, firm or corporation to furnish any information requested by Cleveland Metroparks in verification of the recitals comprising your Statement.
- d. Modifications to Professional Services Agreement. Submit any required modifications to Cleveland Metroparks' Professional Services Agreement as set forth in Section 6(c) below.

4. Submission

Statement and completion of Firm Services Spreadsheet, Exhibit B must be entered into Public Purchase, <http://www.publicpurchase.com>, by 2:00 p.m. (ET) on July 24, 2026. Proposers must mark any confidential business information as "CONFIDENTIAL" when submitting through Public Purchase. Please note Public Purchase provides a specific method of submission for "CONFIDENTIAL" documents that must be used. Documents that are not submitted in this fashion may not receive CONFIDENTIAL protection and may be available for third parties via Public Purchase or public records requests.

**** PLEASE UPLOAD THE FIRM SERVICES SPREADSHEET AS A MICROSOFT EXCEL FILE.**

5. Selection.

- a. Evaluation. All firms whose qualifications are generally found to be acceptable shall be included on a list of prequalified firms for projects with a professional design fee of seventy-five thousand dollars or less. For each individual project, Cleveland Metroparks will evaluation and select qualified firms in general accordance with the procedures set forth in Ohio Revised Code §153.69. For professional design services obtained under this RFQu, the primary basis of selection will be the experience of the selected firm with specific type of work proposed. If multiple firms are determined to be qualified from the Statements, an interview process may be conducted to determine the most qualified.
- b. Selection. Cleveland Metroparks will select the most qualified firm for each project and shall enter into an agreement with the firm. Terms that may be included in the agreement, subject to negotiation, are included in Exhibit A. (Cleveland Metroparks may propose a different form of contract depending on the value and type of work.)

If negotiations to reach a contract with the firm ranked most qualified fail, Cleveland Metroparks shall inform the firm and may enter negotiations with the firm ranked next most qualified.

6. Cleveland Metroparks Professional Services Contract. Cleveland Metroparks' typical Professional Services Agreement is attached as Exhibit A. If the firm would require any terms of the Agreement to be changed regardless of the job, please attach a redlined copy of the Professional Services Agreement or a document setting forth the changes the firm would require to the firm's Statement.Amendments to RFQu.

At its discretion, Cleveland Metroparks may amend this RFQu at any time prior to the deadline for receipt of Statements of Qualifications and distribute the amendment(s) via Public Purchase.

7. Withdrawal of Qualifications.

A Statement may be withdrawn up to the time of the due date by retracting the Statement from Public Purchase.

8. Cancellation/Rejection.

Cleveland Metroparks reserves the right to cancel at any time for any reason this solicitation and to reject all Statements. Cleveland Metroparks shall have no liability to any firm arising out of such cancellation or rejection. Cleveland Metroparks assumes no responsibility for costs incurred in the preparation, presentation or submission of the Statements of Qualifications.

EXHIBIT A

Professional Services Agreement Template

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

PURSUANT TO RESOLUTION NO. _____ IN RESPONSE TO REQUEST FOR QUALIFICATIONS NO. _____, THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is dated as of _____ by and between the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT ("Cleveland Metroparks"), and _____ (the "Consultant").

WHEREAS, Cleveland Metroparks desires Consultant to design, with the intent to construct, the _____ (the "Project").

WHEREAS, Cleveland Metroparks requires the professional services of Consultant for the _____ and other related tasks necessary to design, with the intent to construct, the Project.

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, Cleveland Metroparks and the Consultant agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

1.1 The Consultant's services consist of the professional design services described on **Exhibit A** ("Services"), as described in Cleveland Metroparks' Request for Qualifications _____, dated as of [INSERT] as accepted by Cleveland Metroparks' Resolution No. _____. The Services shall be performed by the Consultant, the Consultant's employees and approved subconsultants.

1.2 The Consultant shall perform the Services in accordance with the standard of professional care, skill, diligence and quality that prevails among licensed professional design firms engaged in the planning and design of projects of similar type, scope, size, quality and complexity ("Standard of Care"). The Consultant expressly warrants and represents that it is engaged in the business of performing services of the type required by this Agreement and that it possesses the requisite experience and technical expertise to perform the Services required.

1.3 The Consultant shall complete the Services in accordance with the schedule set forth on **Exhibit B** ("Schedule").

1.4 Consistent with the Standard of Care, the Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other documents and other services furnished by the Consultant and its subconsultants. The Consultant shall, without additional compensation, correct or revise any of its errors, omissions or other deficiencies in the design, drawings, specifications, reports and other documents prepared pursuant to this Agreement.

ARTICLE 2 – PERSONNEL

2.1 The Consultant shall employ a sufficient number of employees, personnel and subconsultants to perform the Services in a timely manner to complete the Services as described in this Agreement. If requested by Cleveland Metroparks, the Consultant shall promptly replace any employee or subconsultant that Cleveland Metroparks, in its reasonable judgment, determines is not performing satisfactorily. Any of the foregoing replacements shall be at no additional cost to Cleveland Metroparks, and any employee, agent or consultant selected as a replacement shall be mutually agreed upon by Cleveland Metroparks and the Consultant.

2.2 Cleveland Metroparks acknowledges that a portion of the Services shall be performed by the Consultant's subconsultants, _____. No additional subconsultants or substitutions of subconsultants shall be permitted without the prior written consent of Cleveland Metroparks. Each of the Consultant's subconsultants shall be bound by the terms of this Agreement and shall assume toward the Consultant all of the obligations and responsibilities of the Consultant required by the terms of this Agreement. Consultant shall not use or authorize the use of any consultants, subconsultants or suppliers with which a U.S. entity would be prohibited from dealing under any U.S. Government laws, statutes, regulations, orders or decrees, including, but not limited to, those entities and individuals listed on the U.S. Department of the Treasury list of Specially Designated Nationals or the various lists of prohibited and restricted persons and entities maintained by the U.S. Department of State and Commerce ("Prohibited Entities or Individuals"). Consultant acknowledges that it shall remain primarily liable and completely obligated under all of the provisions of this Agreement in respect of such contracting arrangements.

2.3 Consultant hereby conditionally grants, transfers and assigns to Cleveland Metroparks all the rights, title and interest of the Consultant in, to and under any and all subcontracts that are now or hereafter entered into by the Consultant in connection with the Services or Work Product. The foregoing assignment shall be exercisable by Cleveland Metroparks, at its election, in the event that Cleveland Metroparks has exercised its right to terminate this Agreement in whole or in part or to take control of, or cause control to be taken of, the Services or Work Product, or any portion thereof. Any such assignment shall be subject to the prior rights of the surety, if any, obligated under a bond relating to the Agreement. Cleveland Metroparks may reassign the subconsultants to another consultant or any other person or entity, and such assignee may exercise Cleveland Metroparks' rights in the subcontracts. The Consultant shall cause each subcontract entered into by the Consultant in connection with the Services to contain the consent of each subconsultant to the foregoing assignment and the agreement of each such subconsultant that, upon written notice from Cleveland Metroparks and the exercise by Cleveland Metroparks of its rights under this Agreement or portion thereof applicable to the materials, equipment or services being furnished by such subconsultant, such subconsultant, as so requested by Cleveland Metroparks, shall continue to perform all of such party's obligations, covenants and agreements under subconsultant's subcontract with the Consultant for the benefit of Cleveland Metroparks. No assignment shall relieve the Consultant from liability under the Contract for Services performed prior to such assignment, nor shall any assignment obligate Cleveland Metroparks to assume any obligations of any person or entity other than the Consultant.

2.4 The Consultant shall be responsible for the safety of its employees and subconsultants. The Consultant shall comply with all rules and regulations governing the conduct and safety of persons at and about the Project. The Consultant shall ensure that the Consultant's subconsultants, employees and agents comply with such rules and regulations.

2.5 Consultant and its Personnel shall abide by Cleveland Metroparks workplace rules when on Cleveland Metroparks' property, including but not limited to Sections 3.2, 3.4, 3.5, 5.5 and 6 of Cleveland Metroparks Employee Handbook, which sections are available for review upon request. Consultant and its Personnel shall abide by other workplace safety rules and regulations as reasonably requested by Cleveland Metroparks staff during performance of the Services. Cleveland Metroparks shall be able to remove Personnel who violate such workplace rules. Cleveland Metroparks reserves the right to approve all Personnel who will be performing the Services in its reasonable discretion.

2.6 If at any time Cleveland Metroparks is dissatisfied with the material performance of assigned Personnel, it will be reported to Consultant and a request for a replacement may be made. Consultant will use reasonable efforts to make such replacement and Cleveland Metroparks shall not be responsible for nor shall compensate Consultant for the additional time that it may take Personnel to learn or understand any aspect of the Services.

2.7 It is understood and agreed that the relationship of Consultant to Cleveland Metroparks shall be that of an independent contractor. With respect to all payments to be made by Cleveland Metroparks to Consultant under this Agreement, Cleveland Metroparks shall not (a) withhold or pay Federal Insurance Contributions Act ("FICA") or other federal, state, or local income or other taxes or (b) contribute to state workers' compensation, unemployment or other funds or programs, including the Ohio Public Employees Retirement System ("OPERS"). Consultant shall be responsible for any federal, state, or local taxes and FICA. No employee, agent, subcontractor or other person retained by Consultant to perform the Services ("Personnel") shall be entitled to participate in or receive any employee benefit, insurance or other plans or fringe benefits of Cleveland Metroparks.

2.8 If Consultant is an individual, before Consultant is entitled to payment under this Agreement, Consultant shall complete, execute, and return to Cleveland Metroparks the OPERS Independent Contractor/Worker Acknowledgement Form ("PEDACKN form"), which form is attached hereto as **Exhibit F**. If Consultant is a corporation, partnership, LLC, or other business entity with fewer than five (5) employees, before Consultant is entitled to payment under this Agreement, Consultant must provide the PEDACKN form to each of its employees providing services to Cleveland Metroparks (including any owner, shareholder or partner of the business providing services to Cleveland Metroparks) and have those employees complete, execute, and return to Cleveland Metroparks the PEDACKN form.

2.9 Nothing contained herein shall be deemed or construed to (a) make the Consultant the agent, servant or employee of Cleveland Metroparks or (b) create any partnership, joint venture, or other association between Cleveland Metroparks and Consultant. Any direction or instruction by Cleveland Metroparks in respect of the Services shall relate to the results Cleveland Metroparks desires to obtain from the Services and shall in no way affect the Consultant's independent contractor status as described herein. The Consultant shall prevent any of its

Personnel from representing himself or herself to be an employee of Cleveland Metroparks. Consultant does not have authority to enter into contracts on Cleveland Metroparks' behalf.

ARTICLE 3- COMPENSATION

3.1 The Consultant's compensation for the Services shall be computed as set forth in **Exhibit C**, and shall not exceed \$ _____ without the prior written consent of Cleveland Metroparks.

3.2 The Consultant shall keep and make available for the inspection, examination and audit by Cleveland Metroparks and its employees, agents, representatives, attorneys and auditors, at all reasonable times in a location reasonably acceptable to Cleveland Metroparks, all data, including the records of all receipts, costs and disbursements made by the Consultant, all books, accounts, memoranda and all or any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenditures and receipts.

ARTICLE 4 - PAYMENTS TO CONSULTANT

4.1 Payments shall be made by Cleveland Metroparks to the Consultant pursuant to Exhibit C. Applications for payment are due no later than the last day of each month for review and approval by Cleveland Metroparks. Payments shall be due and payable to the Consultant within forty-five (45) days after submission of an application for payment, including evidence of completion, acceptable to Cleveland Metroparks. Without limiting the generality of the foregoing, each invoice shall contain the following certification signed by the Consultant's principal-in-charge: "Pursuant to Paragraph 3.1 of the Agreement with Cleveland Metroparks of Park Commissioners of the Cleveland Metropolitan Park District, I hereby certify that all Services and materials as specified in the Agreement to be performed by the Consultant, to which the attached invoice and data relate, have been completed or acquired in accordance with the Agreement."

4.2 Payments on account of the Consultant's approved additional services, including those set forth in **Exhibit E** (if agreed to by Cleveland Metroparks) shall be made pursuant to **Exhibit E**, provided that the Consultant furnishes substantiation satisfactory to Cleveland Metroparks of such additional services.

4.3 If requested by Cleveland Metroparks, the Consultant shall furnish affidavits and waivers of lien by the Consultant and each of its subconsultants waiving its right to file a lien against the Project for Services covered by the previous application for payment and attesting that the Consultant has paid in full all wages for labor and all invoices for Services that were included in the previous application for payment for which payment was made by Cleveland Metroparks.

4.4 The Consultant, by accepting final payment, waives all claims except those it previously made in writing and that remain unsettled at the time of acceptance of final payment. Nothing contained herein shall be deemed or construed as waiving any pending or asserted claim on the basis of final payment if, prior to final payment, Cleveland Metroparks has received from the Consultant notice of the pending or asserted claim.

4.5 Cleveland Metroparks is exempt from paying sales tax and Contractor shall not charge Cleveland Metroparks for any sales taxes or other taxes from which Cleveland Metroparks is exempt.

4.6 Cleveland Metroparks shall have the right, in its sole discretion, to issue checks directly to any unpaid subconsultants or other entities for amounts owed to them by Consultant relating to any application for payment from Consultant, or to issue joint checks to the Consultant and such unpaid entities for such amounts. The amount of such payment(s) shall then be deducted from the compensation for Services. No such payments by Cleveland Metroparks under this Paragraph 4.5 shall be deemed to create a contractual relationship between Cleveland Metroparks and any subconsultant or other third party claiming payment under Consultant.

ARTICLE 5 - REPRESENTATIVES

5.1 Cleveland Metroparks' representative is designated in Exhibit A. Cleveland Metroparks' representative shall be Cleveland Metroparks' representative in regard to the administration of the Consultant's performance pursuant to this Agreement. Whenever action is to be taken, or approval or acceptance or information given or taken, to or by Cleveland Metroparks, such action shall be deemed to have been taken or given only if and when so taken or given by Cleveland Metroparks' representative. Cleveland Metroparks' representative may be changed by Cleveland Metroparks by written notice to the Consultant.

5.2 The Consultant's representative for the Project is designated in Exhibit A. The Consultant's representative shall be the representative of the Consultant with respect to the administration of this Agreement and is authorized to act on the Consultant's behalf with respect to the Project.

5.3 The Consultant's representative shall not be replaced without the prior written consent of Cleveland Metroparks. If the Consultant's representative becomes incapacitated or is otherwise unable to perform, then any proposed replacement shall require the written consent of Cleveland Metroparks. In the event a replacement acceptable to Cleveland Metroparks is not presented within seven (7) days, Cleveland Metroparks reserves the right to terminate this Agreement.

ARTICLE 6 - TIME OF PERFORMANCE

6.1 Cleveland Metroparks shall furnish the required information and services and shall render approvals and decisions with reasonable promptness to minimize delay in the orderly progress of the Services; provided, however, it shall be the Consultant's responsibility to timely advise Cleveland Metroparks of all time requirements and restraints with respect to such approvals and decisions.

6.2 Time is of the essence in the performance of the Services under this Agreement.

6.3 The Consultant shall diligently and continuously prosecute and complete the Services and coordinate the Services with the other work being performed on the Project in accordance with the Schedule, and any other scheduling requirements listed in the Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the other work or services being performed for the Project.

6.4 If the Consultant fails to perform any of the Services in accordance with the time, sequence or completion requirements of this Agreement, then the Consultant shall, at its expense, schedule such overtime work and make such increases in its working forces as the Consultant may require in order for the Consultant to promptly cure its failure to comply with this Agreement.

ARTICLE 7 – CONSULTANT'S REPRESENTATIONS AND WARRANTIES

7.1 Consultant represents and warrants to Cleveland Metroparks:

- 7.1.1 The Services shall be performed in a professional and workmanlike manner in strict accordance with all federal, state and local laws, rules, and regulations and consistent with any contract documents and instructions from Cleveland Metroparks;
- 7.1.2 The Services shall be performed by trained professionals possessing the skills and experience commensurate with the requirements of the Project;
- 7.1.3 The Work Product (as defined in Article 14) will not infringe the proprietary rights of any third party (except to the extent that such Work Product contains Cleveland Metroparks Materials (as defined in Article 14), in which case Work Product may rely on proprietary rights of Cleveland Metroparks as approved by Cleveland Metroparks);
- 7.1.4 The Work Product shall be free from any security interests, encumbrances or adverse claim of title;
- 7.1.5 The Services shall be performed in compliance with all applicable laws and regulations;
- 7.1.6 Consultant is not subject to any agreement that would prohibit it or restrict it from providing the Services hereunder;
- 7.1.7 Consultant has the resources, including without limitation, the equipment, facilities, materials, and personnel necessary to perform its obligations under this Agreement and to adequately safeguard the Cleveland Metroparks Materials (as defined in Article 14) from intentional or inadvertent disclosure;
- 7.1.8 To the extent the Services include the identification of, or recommendation for, third parties to supply goods or services to Cleveland Metroparks, Consultant does not have, nor shall enter into, any agreements, arrangements, or understandings under which Consultant is paid a commission, brokerage fees, finders fees or any other type of compensation related to such identification, recommendation or provision of goods or services by such third parties.
- 7.1.9 Any information provided by Consultant to Cleveland Metroparks in connection with this Agreement is and shall be true, correct and complete in all material respects; and

7.1.10 This Agreement has been executed by a duly authorized representative of Consultant.

7.2 Cleveland Metroparks' remedies with respect to Consultant's breach of the foregoing warranties related to the Services and Work Product are: (1) at Cleveland Metroparks' option, either (i) the replacement of non-conforming or defective Work Product, or re-performance of the Services, as the case may be at Consultant's expense within twenty-one (21) days of Cleveland Metroparks' notice to Consultant; (ii) Cleveland Metroparks' issuance of a debit memo to Consultant for the value of the non-conforming or defective Work Product or Services; or (iii) a cash refund from Consultant for the value of the non-conforming or defective Work Product or Services; and (2) any reasonable direct costs incurred by Cleveland Metroparks caused by the non-conforming or defective Work Product or Services. The costs set forth in (2) of the previous sentence shall be mutually agreed to in good faith by the Parties. The foregoing is not intended to, and shall not relieve Consultant for claims related to death, bodily injury or property damage.

ARTICLE 8- PERMITS; LICENSES; COMPLIANCE WITH LAWS

8.1 The Consultant shall secure, pay for and keep in effect all licenses, permits and inspection certificates necessary for the proper execution and completion of the Services and shall deliver all certificates of inspection and other certificates and permits to Cleveland Metroparks.

8.2 The Consultant represents and warrants that: (a) the Consultant, its employees and subconsultants performing the Services are qualified, licensed as required and skilled to perform the Services; and (b) the Services furnished by the Consultant, its employees and subconsultants, shall be in accordance with applicable laws, ordinances and regulations. The Consultant shall remain liable to Cleveland Metroparks for all Services required under this Agreement, regardless of whether the Services are performed by the Consultant or by subconsultants of any tier.

8.3 The Consultant, its employees and subconsultants shall comply with applicable laws, ordinances, codes, rules and regulations of governmental entities (including code and fire officials) having jurisdiction over the Project, including those relating to safety, health, discrimination in employment, fair employment practices or equal employment opportunity, in effect as of the Effective Date, and to obey the terms and conditions of all legally binding orders or directives, if any, of any court or government agency with jurisdiction.

8.4 Should Consultant, in its reasonable discretion, determine that use of a drone or unmanned aerial system ("UAS") would be beneficial to the Project or the Work Product, Consultant shall ask Cleveland Metroparks Planning and Design Department to apply to Cleveland Metroparks Chief Executive Officer for authorization for Consultant to use the UAS or drone on Cleveland Metroparks premises consistent with Chapter 745 of the Cleveland Metropolitan Park District Regulations and Cleveland Metroparks' Drone Policy, which authorization Cleveland Metroparks Chief Executive Officer shall provide or withhold in his or her sole discretion. If Consultant is authorized to use a UAS or drone for the Project, Consultant shall share with Cleveland Metroparks:

- 8.4.1 Any and all edited and raw video resulting from the UAS or drone;
- 8.4.2 Any and all raw data resulting from the UAS or drone, including, but not limited to: flight logs, individuals photos from any and all UAS/drone flight(s); and any ground control used; and
- 8.4.3 Any and all processed data resulting from the UAS or drone, including, but not limited to: point cloud, textured mesh, orthophoto, digital surface model, and digital terrain model.

All data and other material resulting from the UAS or drone shall be considered "Work Product" as set forth in Article 14 and shall be handled accordingly.

ARTICLE 9 – ADDITIONAL SERVICES

9.1 The consultant shall notify Cleveland Metroparks in writing immediately if it feels that Additional Services have been requested outside of the Scope of Work enumerated in Exhibit A. The Consultant agrees that it shall have no claim to additional work unless a written amendment to the Agreement therefore is executed by Cleveland Metroparks prior to the commencement of any claimed additional work or services. Failure of the Consultant to obtain Cleveland Metroparks' prior written authorization for additional work or services shall be deemed a waiver of any claim for compensation relating to such additional work or services. If approved in writing by Cleveland Metroparks, such additional services shall be invoiced by the Consultant at rates mutually agreed upon by Cleveland Metroparks and the Consultant.

9.2 Additional services can be provided as requested by Cleveland Metroparks. The scope and related fee will be submitted to Cleveland Metroparks for approval. These additional services may include, without limitation, the following: (a) analysis, layout and evaluation of alternate designs authorized by Cleveland Metroparks, (b) items resulting from significant changes in the general scope or design of the project, (c) Furnishing services necessitated by material delays beyond the control of the Consultant.

ARTICLE 10- EXTENSIONS OF TIME

10.1 If the performance by either party of any obligation hereunder shall be delayed for any reason beyond such party's reasonable control, the time for the performance thereof shall be extended for a period equal to the greater of (a) the number of days of such delay or (b) the number of days reflecting the impact of the incident causing the delay, provided that the party claiming delay has provided the other party with prompt written notice of the occurrence of such delay. Without limiting the foregoing, any delay caused by acts of God, wars, riots, embargoes, act of civil or military authorities, fires, floods, quarantines, or unusually severe, unfavorable or catastrophic weather conditions, failure of any government agency to act in timely manner, or discovery of any hazardous substances or differing site conditions shall be deemed a delay caused by reasons beyond a party's reasonable control, but financial inability to perform shall not be considered a delay beyond a party's reasonable control.

ARTICLE 11 – DEFAULT AND TERMINATION

11.1 Cleveland Metroparks may suspend the Services by written notice to the Consultant. In such event, the Schedule shall be adjusted accordingly, and the Consultant's compensation may be adjusted to the extent, if any, that additional costs are incurred by reason of such suspension. No adjustment shall be made to the extent (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Consultant is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Agreement. If the Consultant, in its reasonable judgment, believes that a suspension is warranted by reason of unforeseen circumstances that may adversely affect the quality of the Services or Project, then the Consultant shall immediately notify Cleveland Metroparks of such belief and describe with particularity the reasons therefor.

11.2 If the Consultant defaults or fails or neglects to carry out the Services in accordance with this Agreement, or disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction, or fails to perform any provision of this Agreement, then Cleveland Metroparks may, after seven (7) days' written notice to the Consultant, and without prejudice to any other remedy it may have, make good such deficiencies and, at its option, terminate this Agreement, accept assignment of subconsultants pursuant to Paragraph 2.3. In the event of any such termination, Cleveland Metroparks shall have the right to finish the Services by whatever method it may deem expedient. The right to terminate is in addition to all other rights and remedies available at law or in equity in connection with the breach of this Agreement.

11.3 This Agreement may be terminated by Cleveland Metroparks for convenience and without cause upon fourteen (14) days' written notice to the Consultant. In the event of such termination, the Consultant shall, as directed by Cleveland Metroparks, discontinue the Services and remove its materials and employees from the Project site. If Cleveland Metroparks has elected not to take assignment of any subconsultants, then the Consultant shall take such action as may be necessary to terminate its agreements with its subconsultants, and to minimize its losses resulting from such termination. Upon Cleveland Metroparks' termination for convenience, the Consultant shall be entitled to payment for Services completed but not any lost profit or fee on Services not performed. Notwithstanding anything to the contrary herein, upon any termination of this Agreement, the Consultant shall deliver (or cause to be delivered) to Cleveland Metroparks copies of all Work Product (defined in Article 14) completed up to the time of termination in both hard copy and suitable electronic form.

ARTICLE 12 – DATA SECURITY

12.1 Cleveland Metroparks Data. If Consultant has access to Cleveland Metroparks Data or connects to any Cleveland Metroparks Network, Consultant will implement and maintain a secure processing environment through the use of firewalls, virtual private networks (VPN), and other security technologies. Consultant further agrees that any and all Cleveland Metroparks Data which is stored on any portable or laptop computing device or any portable storage medium will be encrypted. For purposes of this Agreement, "Cleveland Metroparks Data" means any data of Cleveland Metroparks, including without limitation, personally identifiable information, to which Consultant has been given access, custody or control.

12.2 Data Security Incident. If Consultant believes, or has reason to believe that any unauthorized destruction, loss, alteration of or access to Cleveland Metroparks Data has occurred (a "Security Incident"), Consultant will notify Cleveland Metroparks of such Security Incident and take steps to provide Cleveland Metroparks with assurance satisfactory to Cleveland Metroparks that such Security Incident will not recur. Consultant shall reimburse Cleveland Metroparks for Notification Costs and Claim Costs as described herein arising from a Security Incident or other breach in the security of any Cleveland Metroparks Data. "Notification Costs" shall mean and include any and all verifiable costs (including, without limitation, attorneys' fees) incurred by Cleveland Metroparks in investigating whether notification of individuals is required and the preparation and delivery of any appropriate notices to individuals and the provision of appropriate credit monitoring services. "Claim Costs" shall mean and include costs incurred by Cleveland Metroparks in respect of claims that allege injury or damage by reason of the release, loss, or unauthorized use or disclosure of any Cleveland Metroparks Data resulting from Consultant's actions.

ARTICLE 13 – CONFIDENTIALITY

13.1 Cleveland Metroparks Confidential Information:

- 13.1.1 Consultant and its Personnel and agents shall hold the proprietary information of Cleveland Metroparks in strict confidence and shall not, directly or indirectly, use or disclose any such proprietary information at any time, now or in the future, other than for the benefit of Cleveland Metroparks or as required by law. Immediately upon termination of Consultant's assignment, or when requested by Cleveland Metroparks at any time, Consultant shall return, and, at the request of Cleveland Metroparks, shall certify that Consultant has returned all of Cleveland Metroparks' property.
- 13.1.2 If Cleveland Metroparks notifies Consultant of the confidentiality of the information or Consultant otherwise has reason to know information in Consultant's possession constitutes the confidential information of another person or entity, Consultant shall hold the confidential information of such person or entity in strict confidence and shall not, directly or indirectly, use or disclose any such confidential information at any time, now or in the future, other than for the benefit of such person or entity or as required by law. If Cleveland Metroparks is or becomes party to a confidentiality agreement with respect to the confidential information of another person or entity, then upon receipt of a copy of such confidentiality agreement, Consultant shall abide by all applicable provisions of such confidentiality agreement as if Consultant was a party to such confidentiality agreement.
- 13.1.3 If Consultant is legally compelled (by a public records request, written interrogatory, deposition, court order, request for information or documents, subpoena, civil investigative demand or similar compulsory process) to disclose any confidential information of Cleveland Metroparks, then Consultant shall promptly provide written notice to Cleveland Metroparks to enable Cleveland Metroparks to seek a protective order, in camera process or other appropriate

remedy to avoid public or third-party disclosure of its confidential information. If such protective order or other remedy is not obtained within seven (7) calendar days of such written notice being received, Consultant may furnish the requested confidential information.

- 13.1.4 If this Agreement allows Consultant access to "customer/guest information," then: (i) Consultant acknowledges that such customer/guest information is confidential; (ii) Consultant shall hold all customer/guest information in strict confidence and use it only for the explicit purpose of performing its obligations under this Agreement; (iii) Consultant shall disclose customer/guest information only to its Personnel who need to know or need to have access to the customer/guest information; (iv) within ten business days of the date this Agreement terminates or expires, or upon request by Cleveland Metroparks, Consultant shall destroy or return to Cleveland Metroparks all customer/guest information; and (v) Cleveland Metroparks shall be entitled to audit Consultant's compliance with the provisions of this Section 13.

13.2 Consultant Confidential Information:

- 13.2.1 Consultant acknowledges that this Agreement and other records in the possession or control of Cleveland Metroparks regarding the Services may be public records under Ohio Revised Code Section 149.43 and may be open to public inspection unless a legal exemption applies.
- 13.2.2 If Cleveland Metroparks is legally compelled (by a public records request, written interrogatory, deposition, court order, request for information or documents, subpoena, civil investigative demand or similar compulsory process) to disclose any confidential information of Consultant, then Cleveland Metroparks shall promptly provide written notice to Consultant to enable Consultant to seek a protective order, in camera process or other appropriate remedy to avoid public or third-party disclosure of its confidential information. If such protective order or other remedy is not obtained within seven (7) calendar days of such written notice being received, Cleveland Metroparks may furnish the requested confidential information.

ARTICLE 14 – OWNERSHIP OF INTELLECTUAL PROPERTY

14.1 The term "Work Product" throughout this Agreement means all work developed by Consultant while performing the Services, including but not limited to all designs, drawings, specifications, reports, documentation, information, inventions, processes, products, technology, other developments, ideas, rights, trademarks, trade names, copyrights, patents, licenses, trade secrets, discoveries, know-how, documents, suggestions, business plans, improvements, variations, modifications, devices, models, projects, written or oral descriptions of any tangible or intangible item, thing, or idea and any deliverables set forth in Exhibit A.

14.2 Consultant acknowledges and agrees that all Work Product has been prepared for Cleveland Metroparks as a "work made for hire" under copyright law. To the extent any of the

Work Product is not a "work made for hire" either at present or in the future, Consultant hereby grants and assigns to Cleveland Metroparks (without any separate remuneration or compensation) Consultant's entire right, title and interest throughout the world in and to the Work Product whether or not made, conceived, developed or acquired during regular business hours or on the premises of, or using properties of Cleveland Metroparks.

14.3 Consultant will cause all of its Personnel and subconsultants to assign any right they may have in the Work Product to Cleveland Metroparks. Consultant shall have a provision in its agreements with any subconsultant requiring subconsultant to assign any right it may have in the Work Product to Cleveland Metroparks.

14.4 Notwithstanding the foregoing, Consultant shall retain all right and title in any intellectual property developed by, owned by, or licensed to Consultant before the commencement of the Services, (the "Pre-Owned IP"). To the extent the Work Product contains Pre-Owned IP, Consultant hereby grants to Cleveland Metroparks a fully paid-up world-wide right and license to the Pre-Owned IP, solely for the purposes of utilizing the Work Product.

14.5 Cleveland Metroparks hereby grants to Consultant a worldwide, non-exclusive right and license to use all information, documents, materials, data, designs, drawings, devices, specifications, models, factual content and other written material provided by Cleveland Metroparks to Consultant solely to perform the Services (the "Cleveland Metroparks Materials") for Cleveland Metroparks. Upon termination of this Agreement and at the written request from Cleveland Metroparks, Consultant shall deliver all Cleveland Metroparks Materials to Cleveland Metroparks in any form requested by Cleveland Metroparks.

ARTICLE 15 – INSURANCE; INDEMNIFICATION

15.1 The Consultant shall carry and maintain, at its own cost, with such companies as are reasonably acceptable to Cleveland Metroparks, liability insurance that shall include, at a minimum, the limits of liability and other requirements set forth in **Exhibit D**.

15.2 Consultant shall indemnify, hold harmless, and, if requested, defend Cleveland Metroparks, its affiliates, and their successors, assigns, officers, commissioners, directors, employees, volunteers, and agents from and against, and shall give Cleveland Metroparks prompt notice of any and all claims, damages, losses, liens, causes of action, suits, judgements and expenses, including but not limited to attorneys' fees and other costs of defense, relating to, arising out of, or resulting from this Agreement or the Services, provided that any such claim, damage, loss, or expense is not solely attributable to the wrongful acts or omissions of Cleveland Metroparks. In any and all claims against Cleveland Metroparks or its affiliates, successors, assigns, officers, commissioners, directors, employees, volunteers, or agents, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Consultant or any Subconsultants under workers' or workmens' compensation acts, disability benefit acts, or other employee benefit acts. Consultant shall cause each agreement between it and any of its subconsultants to contain an indemnification provision for the benefit of Cleveland Metroparks or its affiliates, successors, assigns, officers, commissioners, directors, employees, volunteers, or agents.

15.3 The Consultant shall indemnify, hold harmless and, if requested, defend Cleveland Metroparks, its affiliates, and their successors, assigns, officers, commissioners, directors, employees, volunteers, and agents from and against, and shall give Cleveland Metroparks prompt notice of any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees and other costs of defense that result from (a) any claimed infringement of any copyright, patent or other intangible property right that arose out of the Services or (b) breach or default by the Consultant under any terms or provisions of this Agreement.

15.4 The Consultant shall cause each agreement between it and any of its subconsultants to contain an indemnification provision for the benefit of Cleveland Metroparks and its officers, board members, shareholders, members, partners, employees and agents in the form contained in this Article 10.

ARTICLE 16—DISCRIMINATION

16.1 In carrying out this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information. Consultant shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship. Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information.

ARTICLE 17—DISPUTE RESOLUTION

17.1 Consultant and Cleveland Metroparks shall attempt to resolve any controversy arising out of or related to this Agreement through discussions between Consultant's representative and Cleveland Metroparks' representative identified in Paragraph 5.1. If a claim cannot be resolved through such good faith negotiations, and before proceeding to litigation in accordance with Paragraph 17.1 hereof, such claims, disputes, or other matters in controversy arising out of or related to this Agreement shall be, upon Cleveland Metroparks' approval, subject to mediation. In such event, Cleveland Metroparks and Consultant shall use good faith efforts to resolve any claims or disputes related to this Agreement by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect as of the Effective Date. A request for mediation shall be made in writing, delivered to Cleveland Metroparks, and filed with the

person or entity administering the mediation. The request may be made concurrently with the filing of other court proceedings but, in such event, mediation shall proceed in advance of such court proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

17.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cuyahoga County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

17.3 All claims and/or disputes of any nature whatsoever arising out of or related in any way to this Agreement between Consultant and Cleveland Metroparks not otherwise settled through mediation shall be resolved either through: (1) a federal or state court located in Cuyahoga County, Ohio; or (2) by a private arbitrator which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect as of the Effective Date. The decision to resolve claims and/or disputes of any nature whatsoever arising out of or related in any way to the Contract by litigation or arbitration shall be at Cleveland Metroparks' sole discretion. To the extent Cleveland Metroparks chooses to litigate, the Parties consent to the exercise of personal jurisdiction by and exclusive venue in a federal or state court located in Cuyahoga County, Ohio.

17.4 Pending final resolution of a claim, dispute or other matter in controversy arising out of or related to this Agreement, Consultant shall proceed diligently with performance of this Agreement and Cleveland Metroparks shall continue to make payments in accordance with this Agreement.

ARTICLE 18 – MISCELLANEOUS

18.1 The Contract shall be governed by the laws of the State of Ohio without regard to choice of law principles.

18.2 Cleveland Metroparks and the Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party shall assign this Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

18.3 All notices required hereunder to be given by the Consultant to Cleveland Metroparks shall be given in writing and shall be deemed given if delivered (by U.S. mail, courier or overnight delivery) to Cleveland Metroparks' representative identified in Paragraph 5.1, Cleveland Metroparks, 4101 Fulton Parkway, Cleveland, Ohio 44144, with a copy to Cleveland Metroparks' Chief Legal & Ethics Officer at the same address. Notice by e-mail is acceptable and shall be deemed sent and received as set forth in Section 1306.14 of the Ohio Revised Code (Uniform Electronic Transactions Act). Written notice shall also be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of

the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

18.4 Duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

18.5 No action or failure to act by Cleveland Metroparks or the Consultant shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder except as may be specifically agreed in writing. No terms of this Agreement or the nature and extent of the Services under this Agreement shall be waived, modified or amended except in a written agreement signed by Cleveland Metroparks and the Consultant.

18.6 The invalidity of any part or provision of this Agreement shall not impair or affect in any manner the validity and enforceability or effect of the remaining parts and provisions of this Agreement.

18.7 In no event shall any interest be due and payable by Cleveland Metroparks to the Consultant, any subconsultant or any other party on any of the sums payable by Cleveland Metroparks under this Agreement, including, without limitation, the sums which Cleveland Metroparks is authorized to retain pursuant to this Agreement.

18.8 No applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Services that is not in accordance with the requirements of this Agreement that would not be visible or apparent upon conducting a reasonable investigation, and that is not discovered by Cleveland Metroparks until after the date which, but for this Paragraph 13.11, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by Cleveland Metroparks.

18.9 The Consultant shall pay all costs and expenses of Cleveland Metroparks, including attorneys' fees incurred by Cleveland Metroparks in connection with enforcement of the performance by the Consultant of the terms and provisions of this Agreement. In connection therewith, any amounts due by the Consultant to Cleveland Metroparks pursuant to the terms of this Agreement shall bear interest thereon from the date due to the date paid at an annual interest rate equal to the lower of (i) four percent (4%) over the prime rate, and (ii) the highest rate permitted by law. As used herein the "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in The Wall Street Journal under the heading "Money Rates."

18.10 This Agreement supersedes and cancels any written or oral agreements made prior to the Effective Date and shall constitute the only agreement between the Consultant and Cleveland Metroparks with respect to the Services or any portion thereof covered by this Agreement.

18.11 All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

18.12 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18.13 By entering into this Agreement, the Parties agree on behalf of themselves, their officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

18.14 Except as otherwise expressly provided herein, all rights and remedies provided in this Agreement are in addition to all other rights and remedies available at law or in equity.

18.15 The Consultant and Cleveland Metroparks each have full power and authority to enter into this Agreement and the persons signing on behalf of the respective parties hereto are authorized to do so.

18.16 The Consultant shall not issue a press release, advertisement, publicity material, or similar matter or participate in a media interview concerning the Project without the prior consent in writing of Cleveland Metroparks.

18.17 Consultant shall not discuss this Agreement or its contents with the media, use Cleveland Metroparks' name or logos or issue any press release or other public statement related hereto, unless authorized in writing by Cleveland Metroparks, which authorization may be withdrawn by Cleveland Metroparks at any time. Publicity prohibited hereunder shall include, but not be limited to, press releases, press interviews, magazine articles, trade show displays, customer lists, web sites, social media sites, Consultant success stories, testimonials, and present or prospective client references. Nothing in this Agreement shall be construed to grant Consultant or any other individual or entity any rights in and/or to the name, any trademark, any logo, and/or any other property of Cleveland Metroparks.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Agreement is executed as of the Effective Date.

BOARD OF PARK COMMISSIONERS OF
THE CLEVELAND METROPOLITAN PARK
DISTRICT

By: _____
Brian M. Zimmerman
Chief Executive Officer

Execution Date:

COMPANY NAME

By: _____
Name: _____
Title: _____

Federal I.D. Number

APPROVED AS TO LEGAL FORM BY
ROSALINA M. FINI, CHIEF LEGAL &
ETHICS OFFICER:

[Contract Manager, Title]

Exhibit A

Scope of Services

The Consultant will perform the following services:

[Insert scope of services from Consultant's Proposal]

Cleveland Metroparks's representative for this project is:

Consultant's representative for this Project is:

Exhibit B

Schedule of Services

Consultant shall comply with the dates set forth below:

Start of Professional Services	INSERT DATE
[Enter Various Milestone Dates]	INSERT DATES
Completion of Professional Services	INSERT DATE

Exhibit C

Consultant's Compensation

The Consultant will be compensated as follows:

[Insert Compensation]

Exhibit D

Insurance Requirements

Consultant shall purchase and maintain at its own expense, or cause to be purchased and maintained, throughout the term of this Agreement, the insurance as specified below. All insurance required hereunder shall apply to and cover loss or liability caused by, arising from, or resulting from the goods, products or services performed or required to be performed, provided or required to be provided as follows.

Commercial General Liability Insurance including without limitation, contractual liability coverage, products and completed operations coverage, and coverage described below, insuring Consultant against all claims for bodily injury (including death), property damage and personal injury arising out of use and occupancy of the premises or ways adjacent thereto by Consultant or from the conduct of his/her business. Such insurance shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence for personal injury and Two Million Dollars (\$2,000,000) General Aggregate.

Commercial Auto Liability Insurance including without limitation, coverage for vehicles owned, non-owned, or hired by Consultant with combined single limits of not less than One Million Dollars (\$1,000,000) bodily injury and property damage.

Employer's Liability Insurance coverage insuring against claims for bodily injury (including death and or disease), with limits of liability of not less than One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate.

Excess/Umbrella: The General Liability insurance limit, Auto Liability insurance limit and Employers Liability insurance limit requirements may be satisfied by the purchase and maintenance of any combination of primary, Excess and Umbrella insurance.

Worker's Compensation: Consultant shall at all times during the term of this Agreement subscribe to and comply with applicable Workers' Compensation laws of the State of Ohio and pay such premiums as may be required thereunder. Certificates evidencing such coverage shall be submitted to Cleveland Metroparks upon the effective date of this Agreement and at such other times as Cleveland Metroparks may request.

Professional Liability Insurance, if Services or Work performed or provided include activities that could result in or give rise to a Professional Liability (Errors and Omissions) claim or loss, then Consultant shall purchase and maintain Professional Liability insurance with a limit of not less than \$1,000,000 per claim; \$2,000,000 annual aggregate, insuring against claims for damages by reason of any act, error or omission committed or allegedly committed by the Consultant, provided that if such Professional Liability insurance is written on a claims-made form, then such coverage shall be maintained for a period of not less than thirty-six (36) months from the date of completion of the Services or Work under these Contract Documents and shall have a retroactive date of not later than commencement of such Services or Work.

Third-Party Over Claims. In any and all claims against Consultant or Cleveland Metroparks, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damage compensation or benefits payable under workers' compensation acts, disability

benefits or other employee benefit acts. As between Cleveland Metroparks and Consultant expressly waives its immunities under Ohio Revised Code Chapter 4123 or any similar worker compensation statutory immunity for purposes of conforming the indemnity obligations of the Consultant. Consultant shall require similar waivers from all subconsultants.

Mutual Waiver of Subrogation. Cleveland Metroparks and Consultant each hereby waive, discharge and release any and all rights of recovery, subrogation, claim or cause of action, as well as each party's insurer's rights of recovery, subrogation, claim or cause of action, against the other, for any loss or damage that may occur on the Consultant that is insured against under the terms of any Property insurance policy, or which could have been insured against under the Property insurance required to be purchased pursuant to this Agreement, whichever is broader. The foregoing waiver shall only apply to the extent such damage or loss is covered by such Property insurance, it being understood and agreed that the foregoing waiver, discharge, and release shall not apply to any deductible or retention existing under any Property insurance policy purchased and maintained by either Cleveland Metroparks or Consultant, or any self-insurance of Cleveland Metroparks.

Additional Insured. Cleveland Metroparks (i.e., the Board of Park Commissioners of the Cleveland Metropolitan Park District), who by reference, shall include Cleveland Metroparks' officers, elected or appointed officials, employees, agents, and volunteers, shall be named as an additional insured on the Consultant's Commercial General Liability policy, Automobile Liability policy, Excess/Umbrella Liability policy.

Policies to be Primary; Consultant Responsible. The insurance policies Consultant is required to purchase and maintain pursuant to this Agreement shall be primary to any and all insurance policies or self-insurance maintained by the Cleveland Metroparks, which shall not contribute therewith. Consultant shall be solely responsible for any and all loss, damage, or liability resulting from deductibles, self-insured retentions, or uninsured occurrences with respect to such policies.

Evidence of Insurance. Consultant shall submit to Cleveland Metroparks within ten (10) calendar days after signing this Agreement, and not more than thirty (30) days prior to commencement of the services and products hereunder, Acord form certificates evidencing the effectiveness of the insurance policies required of Consultant herein. Consultant shall, within thirty (30) days of Cleveland Metroparks' request during the term of this Agreement, provide Cleveland Metroparks with a complete copy of all insurance policies purchased and maintained by Consultant pursuant to this Agreement. Annually for a period of three (3) years following the expiration of this Agreement, Manager, upon written request from Cleveland Metroparks, shall promptly provide Cleveland Metroparks with Acord form certificates of insurance evidencing the effectiveness of the insurance coverages required pursuant to this Agreement, and if requested by Cleveland Metroparks, a complete copy of all insurance policies then in effect pursuant to this Agreement. All certificates provided pursuant to the foregoing shall reflect all insurance coverages required herein and specifically refer to this Agreement and the existence and form of additional insured status required to be granted to Cleveland Metroparks. The absence of a certificate of insurance does not relieve Consultant of its obligation to obtain and maintain insurance coverages throughout the term of this Agreement.

Contents of Insurance Policies. Consultant's insurance policies shall contain a clause that provides that such policies may not be cancelled, non-renewed or materially changed until at least thirty (30) days after written notice of such cancellation, non-renewal or change in coverage to the Board of Park Commissioners of the Cleveland Metropolitan Park District.

Selection of Insurance Company. All insurance policies required under this Agreement shall be placed with insurance companies listed in the latest edition of "Best's Insurance Guide and Key Ratings" with a policy rating of at least A and a financial size category of X.

No Limitation. The types and limits of insurance to be purchased and maintained by Consultant pursuant to this Agreement shall not be deemed to constitute a limitation of Consultant's liability or indemnification obligations under this Agreement or otherwise existing or arising.

Notice of Occurrence. Upon Manager's knowledge of any occurrence, event, incident, or claim involving, resulting in, causing, or relating to any injury, damage or destruction to persons, property of Consultant or others, or the Services Premise, Consultant shall immediately provide Cleveland Metroparks with written notice of such occurrence, event, incident or claim(s) with reasonable detail.

Failure to Comply. Failure to comply with any aspect of this Section shall be grounds for immediate termination of this Agreement.

Exhibit E

Optional Additional Services

The following optional additional services may be requested by Cleveland Metroparks, in accordance with Paragraph 3.2, in which event Cleveland Metroparks and Consultant shall negotiate a reasonable amount of compensation, which amounts shall in no event exceed the amounts set forth below:

Fee for such optional additional services shall not exceed:

Exhibit F
PEDACKN FORM

EXHIBIT B

Firm Services Form

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL DESIGN SERVICES FOR CLEVELAND METROPARKS FOR PROJECTS WITH DESIGN FES OF \$75,000 OR LESS

EXHIBIT B - FIRM SERVICES FORM

Effective August 1, 2026 - July 31, 2027

[illegible]