



CITY OF BROADVIEW HEIGHTS

RESOLUTION NO. 2025-136

INTRODUCED BY: MAYOR ALAI AND THE ENTIRE COUNCIL

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF BROADVIEW HEIGHTS AND T.M.S. ENGINEERS, INC. FOR THE BROADVIEW ROAD CORRIDOR TRAFFIC STUDY IN THE CITY OF BROADVIEW HEIGHTS AND DECLARING AN EMERGENCY

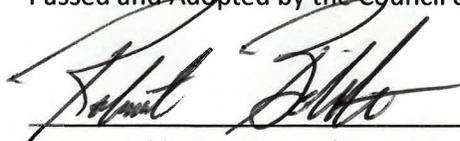
WHEREAS, the City Council has determined that it is in the best interest of the City to enter into an agreement between the City of Broadview Heights and T.M.S. Engineers, Inc. for the Broadview Road corridor traffic study in the City of Broadview Heights.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BROADVIEW HEIGHTS, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby and herein authorized to enter into an agreement between the City of Broadview Heights and T.M.S. Engineers, Inc. for the Broadview Road corridor traffic study in the City of Broadview Heights as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, peace, safety and welfare for the reason stated in the Preamble hereof, and provided it receives the affirmative vote of five (5) or more of the members of Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed and Adopted by the Council on this 6th day of October 6, 2025, 2025



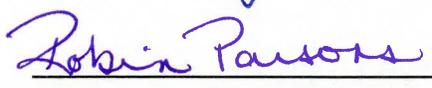
Robert Boldt, President of Council



Samuel J. Alai, Mayor

October 6, 2025

Date



Attest: Robin Parsons, Clerk of Council

October 6, 2025

Date

Engineering Department

Legislative Request

To: Clerk of Council, Vince Ruffa, Law Director

Date: 9/19/2025

From: Ethan Neff, City Engineer

Project: Broadview Road Corridor Traffic Study

The Engineering Department is requesting approval to accept a proposal from T.M.S. Engineers, Inc. for the Broadview Road Corridor Traffic Study.

Total Cost: \$15,200.00



TMS Engineers, Inc.

Transportation Management Services

2112 Case Parkway South, #7 • Twinsburg, Ohio 44087
www.TMSEngineers.com

September 17, 2025

Mr. Ethan R. Neff, P.E.
City Engineer
City of Broadview Heights
9543 Broadview Road
Broadview Heights, Ohio 44147

**Re: Corridor Study
Broadview Road**

Dear Ethan;

The following is an Agreement for analysis of the corridor that you indicated needs to be evaluated for widening improvements to mitigate congestion. The study area will include the section of roadway between Royalton Road (SR 82) and Akins Road. We understand the study is needed to provide justification for possible State of Federal funding of the construction. The following is our scope of services, time frame and compensation requirements.

SCOPE OF SERVICES

This work will include the following items:

1. **Data Collection/Physical Conditions:** Review field surveys of the corridor to be studied to determine existing conditions including number of lanes, lane designations and usage, lane widths, parking lanes, bus stops, traffic controls, etc..

Physical conditions data will be collected for the study. It may include all or more of the following items:

- | | |
|--|--|
| - Signaling, Signing & Pavement Markings | - Visual Pavement Inspection |
| - Access Location & Type | - Intersection Locations & Traffic Control |
| - School & Major Pedestrian | - Clear Zone Conditions |
| - Sight Distances | - Other Relevant Conditions |
| - Photos | |
| - Adjacent Building Locations/Land Use | |

A physical conditions diagram will be created. The diagram will normally be to scale linearly, but may be exaggerated horizontally for clarity. The diagram will include roadway geometries (alignment with proportional representation), speed limits, landscaping (where appropriate), signing, flashers, pavement markings, guard rail and other pertinent data from the previously mentioned existing conditions data. The diagram will be marked with the

appropriate information such as project identification, log points, county, figure number and name of consultant.

2. **Traffic Counts:** Utilize current turning movement and pedestrian count data at the intersections of;
 - Broadview Road & Royalton Road (SR 82)
 - Broadview Road & Town Center Drive
 - Broadview Road & Oakes Road
 - Broadview Road & Akins Road

Vehicle classification will be performed to determine cars, truck, buses and pedestrians / bicyclists. Determination of the peak hour and average daily volumes for the study area.

3. **Existing Conditions Analysis:** Calculate vehicular / pedestrian Level of Service and capacity of the above mentioned intersections to determine the existing operating conditions. The procedures outlined in the Transportation Research Board's "*Highway Capacity Manual, 7th Edition*" will be used. Determine any needed changes or adjustments to improve operations along the corridor under study.
4. **Safety Analysis:** Crash data for the 3 most recent calendar years will be utilized for the study. Collision diagrams will be prepared and will include basic information such as type of crash, hour and date, weather and road characteristics, light conditions, crash severity and figure titles and legends.

This step includes the summarization of the crash data, interpretation of the crash data, determination of additional appropriate traffic studies. The crash data will be summarized in tables and graphs and in report text for type of crash, severity, time of day, contributing circumstances and environmental conditions.

The possible causes of the crash patterns will be determined from the crash data. Various tools will be used to assist in the identification of the possible causes such as the **Index of Countermeasure Strategies Checklist** from the Ohio Department of Transportation, National Cooperative Highway Research Project (NCHRP) **Report 500** from FHWA, Table 70 from FHWA's **Highway Safety Engineering Studies, Procedural Guide (HSESPG)** and also professional engineering judgment and experience.

Select traffic engineering studies and analyses may be needed after the crash data and field review in order to provide data to determine causes and countermeasures. All selected studies will be performed in accordance with such references as the **Traffic Engineering**

Manual, Traffic Engineering Handbook and the **Manual of Traffic Engineering Studies**, both from the Institute of Transportation Engineers, the **Ohio Manual of Uniform Traffic Control Devices**, and the **Highway Safety Engineering Studies Procedural Guide** from FHWA.

5. **Traffic Control Warrants:** Perform a traffic control warrant analysis for the subject corridor to determine if center turn lanes are justified based upon the latest criteria from the **Ohio Manual of Uniform Traffic Control Devices** and/or **ODOT Location and Design Manual, Volume 1**.
6. **Recommend A Plan:** Geometric widening improvements and countermeasures will be recommended based upon short, medium and long term scenarios. The recommendations will be based upon identified deficiencies at the location, the expected effectiveness of the recommended countermeasures and traffic and site conditions. Combination of countermeasures may be necessary. The recommended improvements will be prioritized based upon an index of strategies.

An estimate of probable construction costs will also be formulated for each improvement and countermeasure.

Schematic drawings will be prepared illustrating the recommendations and countermeasures.

7. **Written Report:** A report will be prepared documenting the data collected and analyzed. Included in the report will be the following:
 - a. All basic traffic data
 - b. Crash analyses
 - c. Geometric Evaluation
 - d. Traffic Control/Turn Lane Warrant Analysis
 - e. Prepare a report detailing the results of the analysis and making recommendations relating to the proposed geometric changes to the corridor under study.
8. **Meetings:** There will be an allowance for two meetings after submission of the report for review and analysis. Additional meetings will be billed at an hourly rate in accordance with the current TMS Engineer's hourly rate schedule.

Mr. Ethan R. Neff, P.E.
September 17, 2025
Page 4

TIME SCHEDULE

TMS Engineers, Inc. will undertake the responsibilities, duties and requirements set forth in this Agreement and will complete those responsibilities, requirements and duties within (8) weeks from date of authorization from the City of Broadview Heights unless an extension of time is granted in writing by the City of Broadview Heights.

Neither party to this Agreement will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance, etc.) that was beyond the party's reasonable control.

COMPENSATION

The fee for the work outlined in the basic Scope of Services will be on a Lump Sum Fee of ***Fifteen Thousand, Two Hundred Dollars (\$15,200.00)***. Payment for services will be submitted monthly based upon percentage of completion. Payment is due within thirty (30) days of the date of invoice. All sums which remain unpaid, in whole or in part, beyond thirty (30) days after date of invoice shall bear interest at a rate of two per cent (2%) per month until paid in full. Attendance at any meetings other than those specified in the Scope of Services will be on the basis of an hourly rate of ***\$215.00/hour*** if required.

LIABILITY

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TMS Engineers, Inc. and its officers, directors, agents or employees, and any of them, to the Client and anyone claiming by, through, or under the Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this Agreement or to the Project from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of TMS Engineers, Inc. or its officers, directors, agents or employees, or any of them, shall not exceed the total compensation received by TMS Engineers, Inc. under this Agreement.

TMS Engineers and the Client waive consequential damages for claims, disputes or other matters in agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this agreement.

Mr. Ethan R. Neff, P.E.

September 17, 2025

Page 5

PROFESSIONAL RESPONSIBILITY

TMS Engineers represents that its standard of care for professional design services performed or furnished by TMS Engineers' under this Agreement will be the skill and care used by members of TMS Engineers' profession practicing under similar circumstances at the same time and in the same locality. TMS Engineers makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services. This Standard of Care under this Agreement shall not be modified notwithstanding any provisions elsewhere in this Agreement. Furthermore, TMS Engineers is an independent contractor at all times during the performance of its services, and any provisions in this Agreement, either expressed or implied, shall not create an agency or fiduciary relationship with its client. Because professional services cannot be perfect, the Client should anticipate that some changes and adjustments in the project will be required to correct errors and omissions in the documents, which are discovered in design or either during or after construction commencement.

INSURANCE

TMS Engineers shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits TMS Engineers normally maintains, the Client shall pay TMS Engineers for the additional costs incurred by TMS Engineers.

1. **Commercial General Liability.** TMS Engineers shall maintain Commercial General Liability Insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00) for each occurrence and Four Million Dollars (\$4,000,000.00) in the aggregate for bodily injury and property damage.
2. **Automobile Liability.** TMS Engineers shall maintain Automobile Liability Insurance covering vehicle owned, and non-owned vehicles used, by TMS Engineers with policy limits of not less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
3. **Employers' Liability.** TMS Engineers shall maintain Employers' Liability Insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) for each accident, One Millions Dollars (\$1,000,000.00) for each employee, and One Million Dollars (\$1,000,000.00) policy limit.
4. **Professional Liability.** TMS Engineers shall maintain Professional Liability Insurance covering negligent acts, errors and omission in the performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million

Dollars (\$2,000,000.00) in the aggregate.

TMS Engineers may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required herein, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy.

MISCELLANEOUS

1. **Governing Law:** Ohio's laws shall govern all disputes, controversies and litigation arising under this Agreement and shall govern the validity and interpretation of this Agreement.
2. **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The mediation, unless the parties mutually agree otherwise, shall be administered by the Client. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
3. **Full and Complete Agreement:** These terms & conditions and the accompanying proposal contained herein constitute the full and complete agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these contract provisions and any proposal, contract, purchase order, requisition, notice to proceed, or like document, these terms & conditions contained herein shall govern.
4. **Right of Entry:** When entry to property is required for the TMS Engineers to perform its services, the Client agrees to obtain legal right-of-entry on the property.
5. **Suspension of Work:** The Client may, at any time, by written notice, suspend further work by TMS Engineers. The Client shall remain liable for, and shall promptly pay TMS Engineers for all services rendered to the date of suspension of services, plus suspension

charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Client's behalf. The Client shall pay TMS Engineers pursuant to the rates and charges set forth in the Proposal. TMS Engineers will submit monthly invoices to client for services rendered and expenses incurred. If the Client does not pay invoices within thirty (30) days of submission of invoice, TMS Engineers may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold TMS Engineers harmless from any claim or liability resulting from such suspension.

6. **Documents:** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by TMS Engineers are instruments of TMS Engineers' service that shall remain TMS Engineers' property. The Client agrees not to use TMS Engineers-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by TMS Engineers, or for future modifications to this project, without TMS Engineers' express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by TMS Engineers will be at the Client's sole risk and without liability to TMS Engineers or its employees, subsidiaries, independent professional associates, sub-consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless TMS Engineers from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

CONCLUSION

This Agreement is based on our understanding of the Scope of Services to date and the responsibilities of TMS Engineers. If the Scope of Services for this Project is altered, this Agreement shall be adjusted accordingly to the mutual satisfaction of both the Client and TMS Engineers.

ACCEPTANCE

Please sign and return the enclosed copy of this letter to serve as acceptance of this Agreement. If you should issue a purchase order, such shall be for your accounting purposes only, as the terms and conditions are not applicable to professional services.

The costs included in this Agreement are valid for six (6) months from the date of the submittal. If the Agreement is accepted after said period, TMS Engineers reserves the right to review and retain or modify the costs stated herein in order to appropriately reflect changing costs and salaries and

Mr. Ethan R. Neff, P.E.
September 17, 2025
Page 8

similar economic considerations.

This document shall represent our total agreement and supercedes all prior representations. Any amendment shall be in writing and signed by both parties. Our understanding shall be construed under the laws of the State of Ohio. This Agreement shall become effective on the date of the last signature made.

I appreciate your consideration of my firm, TMS Engineers, for this assignment and I am in a position to begin work promptly upon your acceptance of this Agreement. If you have any questions or require additional information, please do not hesitate to call.

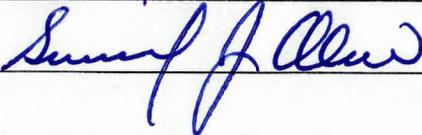
Very truly yours,

TMS Engineers, Inc.

Michael W. Schweickart, P.E., PTOE
President

ACCEPTANCE OF CLIENT

I agree to the terms contained herein and authorize *TMS Engineers, Inc.* to proceed with the work.

Date: October 6, 2025
By: 
Its: _____
Firm: _____
Address: _____

Phone: _____

Request for Council Authorization to Purchase Form

Description of Item or Service 2025 Broadview Road Corrdior Traffic Study

Vendor TMS Engineers. Inc.

Dates of Contract October 6th, 2025

Contract or Purchase Price \$15,200.00

If over \$77,250 - Was purchase competively bid N/A
 If under \$77,250 Were Multiple Quotes Obtained Yes

If no, state reason

State Contract or Other Purchasing Consordium Contract Number

If yes, list other pricing or attach separate sheet:

I hereby certify, that to the best of my knowledge the above information is true, accurate, and complete.

Eden Buff 9-22-25
Signature: **Date:**

For Finance Department Usage:

Account Number	Amount
700-8810-52334 - Street Capital Outside Services	\$15,200.00

I hereby certify there are sufficient funds lawfully appropriated for the proposed expenditure and the funds are in the treasury or in the proper fund, free from any previous encumbrances.

David A. Pfaff September 22, 2025
Finance Director: **Date:**

Notes:

Using funds from the Street Capital Improvement Fund as study will be part of determination of future needs and possible future capital improvement project.