



Engineers, Surveyors, Planners, Scientists

November 11, 2020

Mr. Eric Richter
Township Administrator
Washington Township
6200 Eiterman Road
Dublin, OH 43016

Subject: Proposal for Professional Services – Amlin Area Infrastructure – Final Engineering

Dear Mr. Richter,

EMH&T is pleased to provide our proposal for professional services related to design of Amlin Area Infrastructure. Under a previous agreement with the Township, we prepared preliminary plans for three subareas within the Amlin neighborhood including, Rings Road from the CSX Railroad to Churchman Road, the alleys north of Rings Road, and Rings Road from Cosgray Road to the CSX Railroad. The services outlined in this proposal are focused on advancing this preliminary study through detailed design and final engineering. Outlined below are the proposed scope of services and budget to prepare the necessary construction documents.

Project Understanding

In accordance with our preliminary study and Preliminary Plans Submittal, our design will include the following infrastructure improvements:

1. Rings Rd Improvements from CSX Railroad to Churchman Rd Roundabout (1,300 Lin. Ft.)
 - a. Full pavement reconstruction with curb and gutter;
 - b. All alley connections to Rings Road will be maintained;
 - c. Lowering of the roadway to improve roadside drainage;
 - d. Sidewalk on both sides of Rings Road within the limits of pavement reconstruction;
 - e. Street trees on both sides of the road;
 - f. Replacement of existing storm sewers within the project limits;
 - g. Street lighting;
 - h. Extension of sidewalk across CSX Railroad (one side of the street only) and associated track improvements;

Design for the community signage and landscaping to provide screening between the roadway and the existing stormwater basin at 6923 Rings Road is covered by the previous contract. Construction drawings for the community signage was also covered by the previous contract. Construction drawings for the basin landscaping screening is included with this proposal.

2. Rings Rd Improvements from Cosgray Rd to CSX Railroad (1,000 Lin. Ft.)
 - a. Replacement of existing storm sewers on both sides of the street; existing ditches will be enclosed to improve drainage and aesthetics, and to facilitate sidewalk construction;
 - b. Catch basins will be added at each property frontage to collect surface water and provide an accessible outlet for future drainage improvements by private property owners;
 - c. Sidewalk on one side only;
 - d. Street trees;

Community signage design and construction drawings is covered by the previous contract.

3. Alleys North of Rings Rd (2,100 Lin. Ft.)
 - a. Resurfacing of Frieszell Ave, 1st Ave, 2nd Ave, 3rd Ave, and unnamed alleys north of Rings Road.
 - b. Reconstruction of the east-west alley with an asphalt pavement section;
 - c. Replacement of existing storm sewer in the east-west alley from CSXT railroad to 3rd Ave – at 2nd Avenue, the pipe will outlet to a City of Dublin retention pond (pending Dublin approval);
 - d. Other localized drainage improvements along the alleyways.

SCOPE OF SERVICES

1. Survey & Basemapping

EMH&T will perform limited topographic and boundary survey of portions of the project area to supplement survey performed through the preliminary contract. This will include the following services:

- a. Establish control network;
- b. Request plans and markings of underground utilities through the Ohio Utilities Protection Service;
- c. Perform topographic survey and basemapping to cover portions of the project area;
- d. Prepare topographic and basemaps in AutoCAD for use in design and plan production;
- e. Legal descriptions (fee assumes one (1) warranty deed, two (2) permanent easements, and seventeen (17) temporary easements)

2. Subsurface Geotechnical Investigations

Our subconsultant, S&ME, will perform geotechnical investigations and analysis to support design of the proposed improvements. The following tasks are included:

- a. Reconnaissance and Planning: S&ME will locate boring locations, coordinate utility markings through Ohio Utilities Protection Service, and secure permits associated for performing work in the right-of-way.
- b. Drilling Program: perform six borings (five for roadway (6' for Alley A and 8' for Rings Road) on Rings Road east of CSX and one for the storm sewer on Rings Road west of CSX (10'). Additionally, three full-depth pavement cores will be performed (two on Rings Road and one on Alley A). Traffic control will be provided for work near the roadway. Boreholes will be closed.
- c. Testing Program: Perform routine classification laboratory testing on selected soil samples considered representative of site in-situ conditions, as needed. Laboratory testing will include moisture content, CBR, and Standard Penetration Testing.
- d. Geotechnical Report: Engineering analysis and evaluation will be performed, and a report will be prepared which will include:
 - i. Descriptions of the site, the field work, and general subsurface conditions;
 - ii. Description of regional geology;
 - iii. Descriptions of drilling and sampling procedures;
 - iv. Summary of existing pavement thicknesses;
 - v. Recommendations/discussions for sewer installation, including discussion regarding excavation conditions, pipe support, and trench backfill;
 - vi. Recommendations/discussion for pavement improvements, including subgrade preparation, subgrade remediation, fill placement, and recommended subgrade modulus and CBR values based on correlation to laboratory test results
 - vii. Anticipation and management of the impact of the groundwater on construction activity and the proposed trunk sewer;
 - viii. Ann Appendix which will include a plan of borings, logs of the borings, laboratory test results, and photographs of the retrieved pavement cores.

3. Stormwater & BMP Final Engineering

Preliminary investigations and calculations performed under the previous contact will be expanded and finalized. The drainage design, stormwater management plan, and BMP design will be prepared in accordance with ODOT's Location and Design Manual Volume 2. The following services will be included:

- a. Tributary area mapping
- b. Inlet spacing design
- c. Storm sewer calculations
- d. Post-Construction Stormwater BMP Design
 - i. Calculate water quality treatment requirements
 - ii. Delineate tributary areas
- e. Prepare Stormwater Management Report
- f. BMP Operation and Maintenance Plan
- g. Prepare initial SWPPP Manual for use at start of construction
- h. Prepare Notice of Intent (NOI) on the Ohio EPA's E-Business Center and pay invoice on behalf of the Township

4. CSX Improvements and Coordination

The following services will be provided in regards to improving the CSX rail crossing:

- a. Provide conceptual at-grade crossing plan to CSXT and coordinate the Preliminary Engineering (PE) Agreement between Washington Township and railroad. **Force-account fees will be paid by Washington Township. We estimate the initial fee to be \$15,000;**
- b. Obtain a Right-of-Entry (ROE) from CSXT for surveying. EMH&T will survey the CSXT right-of-way including the existing at-grade crossing at the same time as performing the survey for the Rings Road improvement project. EMH&T personnel have CSXT Roadway Worker Protection Training, railroad safety training which is required to perform this work. CSXT will provide on-track safety protection (flagging) for our surveyors;
- c. Provide all design and engineering for the at-grade crossing surface replacement in conjunction with the Rings Road improvements. All warning devices will remain in place and should not be affected by this project. If the warning devices must be upgraded or replaced, CSXT will handle the warning device design as part of the engineering force account, but EMH&T will coordinate the locations based on Ohio Manual of Uniform Traffic Control Devices (OMUTCD) and railroad standards. The proposed sidewalk will be designed to meet ADAAG/PROWAG standards;
- d. Prepare engineering plans for the project generally including the following:
 - i. General information sheets consisting of cover sheet, abbreviations, legends, index of sheets, general notes, and standard details;
 - ii. Typical track and pavement sections;
 - iii. Track plan view for the proposed at-grade crossing including horizontal geometry information, track material information, sidewalk layout, underdrain, existing and proposed contours, and proposed spot elevations;
- e. Prepare an opinion of probable cost (OPC) (10%± Contingency) for the proposed at-grade crossing;
- f. Submit plans and OPC to Washington Township for review and comment.
- g. Address Township/County comments and submit the plans to CSXT;
- h. Review each submittal by an appointed QA/QC person internal to the consultant.

5. Detailed Design and Construction Plans

Under this scope item, we will build on our preliminary design to create two detailed construction plans with associated calculations and reports. We have anticipated two separate plan sets, one for improvements west of CSX and one from improvements east of CSX including the CSX crossing, Rings Road, and the Alleys. This will allow us to accelerate the improvements west of CSX.

- a. Detailed Design and Preparation of Construction Plans for Rings Road east of CSX including the following components (estimated sheet count in parentheses)
 - i. Title Sheet (1) *
 - ii. Schematic Plan and Project Control (1)
 - iii. Typical Sections and Details (3) *
 - iv. General Notes (3)
 - v. Estimate of Quantities (1)
 - vi. Traffic Maintenance Plan (12)
 - vii. Sediment and Erosion Control Plan (4)
 - viii. Plan and Profile (7) *
 - ix. Cross Sections at 50-ft intervals (11)
 - x. Pavement Details (9)
 - xi. Intersection & Curb Ramp Details (5)
 - xii. Driveway Details (6)
 - xiii. Storm Sewer Profiles (5)
 - xiv. Stormwater BMP Plans, Notes, and Details (3)
 - xv. Traffic Control Plans and Notes (7)
 - xvi. Street Lighting Plans and Notes (4) @
 - xvii. Landscape Plans and Notes (5) (by MKSK)
 - xviii. *Total Sheet Count = 86*
 - @ Fees for lighting plans include subconsultant fees for electrical engineer review of grounding and bonding.
 - * Plan component was advanced during preliminary design under a previous agreement.

- b. Detailed Design and Preparation of Construction Plans for Rings Road west of CSX including the following components (estimated sheet count in parentheses)
 - i. Title Sheet (1) *
 - ii. Schematic Plan and Project Control (1)
 - iii. Typical Sections and Details (1) *
 - iv. General Notes (3)
 - v. Estimate of Quantities (1)
 - vi. Traffic Maintenance Plan (2)
 - vii. Sediment and Erosion Control Plan (3)
 - viii. Plan and Profile (2) *
 - ix. Cross Sections at 50-ft intervals (5)
 - x. Intersection & Curb Ramp Details (1)
 - xi. Storm Sewer Profiles (3)
 - xii. Landscape Plans and Notes (5)
 - xiii. *Total Sheet Count = 28*
 - * Plan component was advanced during preliminary design under a previous agreement.

Plans will be submitted at 60% complete, 100% complete, and Final. A disposition of comments will be provided with each plan submission.

6. Private Utility Coordination

We understand that private utility facilities located within the project area include the following: electrical distribution, telecommunications, and natural gas distribution. EMH&T will coordinate with representatives of private utility companies throughout the design-phase of the project, as follows:

- a. Contact OUPS to obtain record information;
- b. Distribute plans electronically to private utilities for verification of existing facilities and relocation design;
- c. Organize and attend up to eight coordination meetings with private utility company representatives and/or groups of private utility representatives;
- d. Assist in identification of conflicts;
- e. Review relocation plans.

7. Opinion of Construction Cost

A detailed Opinion of Construction Cost will be submitted for review with 60% plans and will be updated with each subsequent review submission. The cost opinion will include a complete breakdown of quantities, contingency, and inflation. Construction costs will be based on estimated quantities and unit prices from historical bid data.

8. Project Meetings, Coordination, and Management

Stakeholder coordination is expected to include Amlin Township and Franklin County. As part of this effort, we propose the following scope of services:

- a. Attend up to twelve (12) general coordination meetings with Client and other project stakeholders;
- b. Prepare miscellaneous project exhibits for coordination with team and stakeholders;
- c. Maintain a Gantt chart schedule (initially prepared during preliminary design);
- d. General project management and oversight.

9. Subsurface Utility Investigations (Test Holes) (If Authorized)

EMH&T will engage a subconsultant to perform up to 14 test holes to determine location (X,Y,Z) of existing underground utility infrastructure at critical locations. The actual number and location of test holes will be determined during design. The fee included for SUE work is a budgetary number.

10. As Directed Contingency Services for Unforeseen Tasks

Contingency fee for unforeseen items has been included in this proposal to be used as directed by the Township. We understand that this fee would be used for certain unexpected design-related items, exhibits, or coordination that may arise throughout the project development.

COMPENSATION

EMH&T proposes to provide our professional services as described in the above Scope of Services on a time and materials basis not to exceed the following fees:

Scope Item #	Description	Rings Rd from CSX Railroad to Churchman Rd + Alleys North of Rings Rd #	Rings Rd from Cosgray Road to CSX Railroad
1 thru 9.	Base Services	\$234,255	\$114,710
10.	<i>If Authorized – Subsurface Utility Investigations (Test Holes)</i>	\$16,820	\$6,100
11.	<i>If Authorized – Contingency for Unforeseen Items</i>	\$20,000	\$10,000
1 thru 11.	Base Services + If Authorized Services =	\$271,075	\$130,810

If the Township is successful in securing OPWC grant funding for this portion of the project, design fees incurred up to 12 months prior to execution of the funding agreement are considered by OPWC to be eligible for reimbursement. If awarded funding, the Township will receive a partnering agreement in July 2021; therefore, engineering costs incurred after July 2020 would be eligible for reimbursement.

The fees listed above includes labor, subconsultant fees, direct costs, and reimbursable expenses. Invoices will be submitted monthly based on the progress of work and are payable upon receipt. Invoice format will be “hourly not to exceed” based upon the progress of work and accrued fees.

The receipt of a signed copy of this proposal, or other formal documentation of notice to proceed, will constitute authorization to begin work. If this proposal is not accepted and executed within ninety (90) days, EMH&T reserves the right to adjust the fee or withdraw the offer to perform the described services. Further, if the services are suspended for more than ninety (90) days, EMH&T shall be entitled to an equitable adjustment in the service fee and/or schedule.

SCHEDULE

EMH&T will begin work upon notice to proceed. Upon authorization, we will prepare a detailed Gantt chart schedule for the project. We will review the schedule with the Township for approval. We will update the schedule throughout the design phase of the project.

CLARIFICATIONS AND EXCLUSIONS

The scope of work identified in this document is based on EMH&T's knowledge of the project requirements at the time when the document was prepared, and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops and more complete information becomes available. Such changes also may be dictated by changes to written procedures included in manuals or decisions made by reviewing agencies. Although EMH&T routinely incorporates minor design changes in our work, we will notify the Township in writing of any significant changes in the work that may require modification of the agreement, and will maintain separate cost accounting for each specific issue.

In addition to items which are clarified or excluded in the Scope of Services, the following specific services are not included in this proposal.

1. Project funding applications;
2. Valuation and acquisition of right-of-way and easement parcels including appraisal, offer letter preparation and delivery, negotiation, preparation of transfer documents, recording of documents, etc.;
3. Land contract services such as ALTA surveys, exhibits for covenants and restrictions, lot splits, parcel combinations, variances, etc.;
4. Traffic studies, counts, and analysis;
5. Design of offsite drainage improvements beyond the work limits described on Sheet 1;
6. Plan and Profiles subsummaries;
7. Retaining wall design;
8. Design of new or relocated private utility facilities;
9. Design of water mains or sanitary sewer;
10. Irrigation design;
11. Right-of-way Plans;
12. All fees associates with design review, permitting, and applications (unless otherwise noted);
13. Environmental permitting and related services;
14. Mylar plan submissions;
15. Detailed tree survey of species and condition;
16. Tree clearing plans;
17. Railroad utility crossing plans or signal design;
18. Railroad force-account items required to construct the proposed crossing improvements including engineering fees, consultant fees, materials, labor, and fees;
19. CSX permitting activities other than CSXT plan approval of the sidewalk-crossing;
20. Bidding phase services;
21. Construction phase services;
22. Construction layout staking;
23. Coordination with private utilities during the construction phase;
24. Review and/or tracking of contractor pay requests;
25. Prevailing wage coordination;
26. On-site owner representation during construction;
27. Preparation of record "as-built" drawings.

Should any of these services or other additional services become necessary, they can be performed on an hourly basis in accordance with our standard rate schedule or under separate contract as warranted. Additional services shall be performed only upon receipt of written authorization by the Township.

TERMS AND CONDITIONS OF PROFESSIONAL SERVICE

The attached “Terms and Conditions of Professional Service” shall be considered a part of this proposal, and is incorporated in full into this proposal. Unless expressly modified by the parties in writing, this proposal and the accompanying Terms and Conditions of Professional Service shall constitute the final agreement of the parties. By signing this proposal, you are affirming that you have received and reviewed EMH&T’s Terms and Conditions of Professional Service, and agree to be bound by the terms and conditions stated therein.

We appreciate the opportunity to assist with this project. If you approve of this description of work and associated fees, please demonstrate your concurrence by signing below. If you should have any questions, please do not hesitate to contact me at 614-775-4616 or mbrehm@emht.com.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Michael Brehm, PE
Director, Transportation Partnerships

Enclosures: 2 (Terms and Conditions of Professional Service, Fee Detail)

Acceptance and Authorization to Proceed

Authorized Signature

Title

Washington Township

Name of Company or Organization

Print Name

_____, 2020
Date

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Terms and Conditions of Professional Service

These terms and conditions together with any Proposal attached hereto constitute the entire agreement (hereinafter the "Agreement") between Evans, Mechwart, Hambleton & Tilton, Inc. ("EMH&T") and Client as if they were part of one and the same document.

Definitions:

"EMH&T" shall refer to Evans, Mechwart, Hambleton, and Tilton, Inc., an Ohio Corporation, and its sub-consultants. "Client" shall refer to the person, firm, or corporation that has entered into a contractual relationship with EMH&T providing for the performance of professional services. "Proposal" shall refer to the written scope of services, unit prices, and/or fixed fee provided by EMH&T to Client describing, if applicable, the nature of the services to be performed by EMH&T or its sub-consultants, and the amount and type of compensation to be paid for those services.

Authorization as Representative

Client authorizes EMH&T to take all actions on Client's behalf which EMH&T, in its sole discretion, believes to be necessary to perform the services described herein and in the Proposal.

Access to Property/Site Conditions

Client shall obtain, without cost to EMH&T, free right of access for EMH&T personnel to enter upon any land so long as such entry is reasonably necessary to perform said services. Client understands that services provided by EMH&T commonly require drilling, sampling, and other activities that may disrupt use of the premises and may disturb, alter, or damage terrain, crops and/or vegetation. Client waives all claims against EMH&T for any loss or damage to property that is based on EMH&T's disturbance, alteration, or damage to the terrain, crops and/or vegetation, including, but not limited to, the loss of use of property and the cost to restore property. EMH&T also shall have no obligation to restore the site to its original condition.

Client shall provide accurate information to EMH&T as to the size, condition and location of the project site and the location of any underground utilities, utility services, structures, manholes, and underground storage tanks. EMH&T shall be entitled to rely upon the accuracy and completeness of such information.

Standard of Care and Liability

EMH&T shall exercise reasonable care in the performance of its duties under this Contract. EMH&T makes no other warranties or representations, whether express or implied, regarding the quality of its work under this Agreement. Client agrees that the liability of EMH&T, and that of its officers, directors, employees, agents and subconsultants, arising out of EMH&T's performance hereunder shall be limited to the lesser of EMH&T's applicable insurance coverage available at the time of settlement or judgment, or the fee amount paid to EMH&T for work performed under this Agreement. Neither party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages. Client must bring any cause of action arising under this Contract within one year from the time the cause of action accrues.

EMH&T shall not be liable for the acts or omissions of any person who is performing work on the project site, nor for any instructions given by Client to any person who is performing work on the project site. EMH&T shall not be responsible for any construction means and methods or job site safety.

Confidentiality of Information

EMH&T shall utilize reasonable measures to maintain confidentiality of Client information related to services described in the Proposal. Client acknowledges that EMH&T may have past or present contractual relationships with individuals or entities practicing the same or related business in the same geographic area as Client, and/or with government agencies having regulatory authority over Client's project.

Ownership of Documents

Client agrees that all reports, plans, specifications, logs, calculations, estimates, and test data, including electronic media, are EMH&T's instruments of professional service. All such material is and shall remain the sole and exclusive property of EMH&T. Provided Client meets all of its obligations including prompt payment of EMH&T invoices, Client may make and retain hard (i.e. not electronic) copies of such materials solely for use on the project. Such materials are not to be reused, in whole or in part, by Client on any other projects. Client also shall not permit or authorize a third party to use EMH&T's instruments of service on another project without the express consent of EMH&T. EMH&T shall not be required to provide or deliver electronic copies of documents unless specifically required in the Proposal. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, EMH&T makes no warranties, either express or implied, with respect to electronic files if such files are provided.

Indemnity

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold EMH&T harmless, including the payment of reasonable attorney's fees to or on behalf of EMH&T, from and against any and all claims, demands, and causes of action for damages of any kind that arise out of or relate to EMH&T's performance under this Agreement and that were caused or allegedly caused by any of the following:

- a) The Client's negligence;
- b) The Client's breach of this Agreement;
- c) The Client's modification and/or misuse of EMH&T's Instruments of Service;
- d) EMH&T's activities that disturbed, altered, or damaged terrain, crops or vegetation;
- e) EMH&T's reliance on geotechnical data provided by Client or its consultant;
- f) EMH&T's use of Client's standards for non-public improvements;
- g) The construction of any non-public improvements that was not observed and inspected by EMH&T pursuant to a construction phase service contract.

Termination and Suspension

This Agreement may be terminated by either party providing written notice to the other no less than 10 calendar days in advance of the effective date of the termination. Fees, expenses, and other amounts due EMH&T shall be due and payable immediately upon termination including such amounts reasonably incurred by EMH&T in the process of stopping work after the notice of termination is received. If the project is suspended for more than 30 calendar days in the aggregate, EMH&T shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting

remobilization costs. In addition, there shall be equitable adjustment in the project schedule based on the delay caused by the suspension.

Payment

By accepting the Proposal, Client agrees to pay EMH&T, in the manner described therein, the full amount set out in the Proposal. In the event the Proposal does not provide for a fixed fee or hourly rate schedule for specific services provided, billing shall be on a value basis in accordance with EMH&T Billing Policy. Client shall be invoiced and all invoices shall be due and payable within 30 days of issuance. Unless prior agreement is made in writing, Client is liable for timely payment of invoiced amounts without regard to whether Client has received financing, payments, or income from any source, including funds related to the project for which services were provided by EMH&T. In the event payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. If the Client fails to make payments when due or otherwise is in breach of this Agreement, EMH&T may suspend or terminate performance of services immediately upon notice to Client. EMH&T shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension/termination. In the event legal action is necessary to enforce the payment provisions of this Agreement, EMH&T shall be entitled to collect from the Client any judgment or settlement sums due, and reasonable attorney fees, court costs, and other expenses incurred by EMH&T in connection therewith, together with the value of the time of EMH&T employees and expenses spent in connection with such collection action.

Hazardous Materials

Unless otherwise provided in the Proposal, both EMH&T and Client acknowledge that this Agreement does not contemplate the presence at the project site of any hazardous or regulated substances including asbestos. In the event that the presence becomes known of any hazardous or regulated substances on or near the project site, EMH&T may, at its option and without liability for consequential or any other damages, terminate or suspend performance of services under this Contract.

Soil Conditions

Unless specifically provided for in the Proposal, EMH&T does not provide geotechnical assessment of soil conditions and shall not be liable to Client for any damage or loss related to the soil condition, design of pavement sections, subgrade, underdrainage, backfill, and related items, whether shown or not shown on a plan prepared by EMH&T.

Americans with Disabilities Act (ADA) Requirements

Client acknowledges that ADA requirements and implementation guidelines change over time and may vary by jurisdiction. Client further acknowledges that ADA compliance involves fine tolerances that are governed by the means and methods of construction. EMH&T will exercise reasonable care in the specification of ADA compliant facilities subject to local standards and requirements. EMH&T makes no warranty or representation, either express or implied, that either public or non-public improvements will satisfy ADA requirements, implementation guidelines, and/or local requirements, regardless of whether or not said improvements are constructed in accordance with instruments of service prepared under this Agreement. Client shall verify compliance with all applicable ADA requirements and guidelines prior to accepting constructed improvements.

Opinions of Probable Construction Cost

Opinions of the probable cost of performance in accordance with instruments prepared by EMH&T are not warranted to reflect the actual cost to Client of such work. Unless otherwise specified, the construction cost of an entire project means the probable total cost to Client of those portions of the project designed and specified by EMH&T exclusive of the value and cost of EMH&T services, land, rights of way, interest and financing.

Project Submittals

EMH&T's review of submittals, substitutions, and proposed changes and modifications shall be solely for the purpose of confirming that the submitted information is in general conformance with the design and the project objectives. EMH&T shall not be responsible for variations proposed or implemented by Contractor. Contractor shall remain responsible for satisfaction of all project objectives, codes and criteria.

Performance, Delay, and Force Majeure

If a schedule is agreed to in the Proposal then EMH&T shall use reasonable efforts to perform according to said schedule. Client acknowledges that EMH&T's performance often involves public agencies and other parties that can have substantial impact on scheduling. Neither party shall hold the other responsible for damages or delay(s) in performance caused by events beyond the control of either party. Such acts or events shall include but not be limited to unusual weather, floods, epidemics, strikes, lockouts, protest demonstrations, and unanticipated site conditions.

Notice, Jurisdiction and Venue

Any notice to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by courier, or three business days after transmission by email or deposit in the United States mail with postage prepaid, certified or registered, return receipt requested, addressed to EMH&T or Client agent that signed the Proposal. Disputes that cannot be resolved shall be submitted to mediation prior to the initiation of litigation by either party. Client and EMH&T agree to jurisdiction and venue in Franklin County, Ohio for all actions, proceedings or disputes arising from, relating to, or in connection with this Agreement.

Applicable Law and Survival

The validity, performance, and interpretation of this Agreement shall be according to the laws of the State of Ohio. All obligations arising prior to the completion or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between EMH&T and Client shall survive the completion of services and the termination of this Contract.

Assignment and Addendum

Neither party shall assign or transfer its interest in this Agreement without the written consent of the other party. Consent to such assignment or transfer shall not be unreasonably withheld. This Agreement may not be amended except in a writing executed by both EMH&T and Client. No alterations or modifications to the Proposal or these terms and conditions shall be effective unless affirmatively agreed to in writing by both parties.

Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. If and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, then the remainder of the Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Price Proposal Detail

Amlin Area Infrastructure -Rings Road & Alleys East of CSX

November 4, 2020

7	Opinions of Cost							
	Cost Opinion Updates		\$100	16	\$1,600	\$20		\$ 1,620
							Opinions of Cost Subtotal =	\$ 1,620
8	Project Coordination and Management							
	Progress Meetings (assume 8 mtgs)		\$180	16	\$2,880	\$40		\$ 2,920
	Prepare Exhibits for coordination		\$100	60	\$6,000	\$500		\$ 6,500
	Maintain Gantt chart schedule		\$180	8	\$1,440	\$40		\$ 1,480
	General Management and Oversight (5 hour / month for 10 months)		\$180	50	\$9,000	\$40		\$ 9,040
							Project Coordination and Management Subtotal =	\$19,940
			BASE SERVICES TOTAL =	1,824	\$199,620	\$5,390	\$29,245	\$ 234,255
	IF AUTHORIZED SERVICES							
9	Subsurface Utility Investigations (Test Holes)							
	SUE Level A (assume 10 +/- test holes)		\$180	10	\$1,800	\$20	\$15,000	\$ 16,820
							Subsurface Utility Investigations (Test Holes) Subtotal =	\$16,820
10	Contingency for Unforeseen Items							
	Contingency for Unforseen Items							\$ 20,000
							Contingency for Unforeseen Items Subtotal =	\$20,000

Price Proposal Detail

Amlin Area Infrastructure - Rings Road West of CSX

November 4, 2020

Average Hourly Rate (General Design & Production) = \$100 /Hour
 Average Hourly Rate (Senior Technical Staff) = \$140 /Hour
 Average Hourly Rate (Field Crew) = \$190 /Hour
 Average Hourly Rate (Management & Coordination) = \$180 /Hour

Note: rates shown are estimated averages based upon the services to be provided. Invoices will reflect actual rates per EMH&T's current rate table.

Ref #	Scope Item	Estimated # of Sheets	Avg. Rate (\$/Hr)	Detailed Design				
				Estimated Hours	Labor Cost	Direct Cost	Subconsultant Cost	Subtotal
	BASE SERVICES							
1	Survey & Basemapping							
	Initial Coordination and Survey Request		\$100	4	\$400	\$20		\$420
	Topographic & Boundary Survey		\$190	105	\$19,950	\$60		\$20,010
	Legal Descriptions and Exhibits (assumes 1 Warranty Deed and 12 temporary easements)		\$140	50	\$7,000	\$40		\$7,040
	Basemap Preparation		\$100	24	\$2,400	\$20		\$2,420
								Survey & Basemapping Subtotal = \$29,890
2	Subsurface Geotechnical Investigations							
	Geotechnical Investigations & Report (S&ME)		\$180	4	\$720		\$1,000	\$1,720
								Subsurface Geotechnical Investigations Subtotal = \$1,720
3A	Stormwater Final Engineering							
	Tributary Maps		\$100	12	\$1,200	\$60		\$ 1,260
	Storm sewer capacity calculations		\$100	30	\$3,000	\$40		\$ 3,040
	Stormwater Report		\$130	24	\$3,120	\$40		\$ 3,160
								Stormwater Final Engineering Subtotal = \$ 7,460
3B	Stormwater Management / BMP Design							
	Detailed BMP Design Calculations and Report		\$100	20	\$2,000	\$60		\$ 2,060
	Stormwater Operation and Maintenance Manual		\$100	8	\$800	\$60		\$ 860
	Prepare SWPPP Manual		\$100	20	\$2,000	\$60		\$ 2,060
	Prepare Notice of Intent (includes fee)		\$100	2	\$200	\$500		\$ 700
								Stormwater Management / BMP Design Subtotal = \$ 5,680
5	Detailed Design Plans							
	Title Sheet	1	\$100	6	\$600	\$20		\$ 620
	Schematic Plan and Project Control	1	\$100	8	\$800	\$40		\$ 840
	Typical Sections	1	\$100	16	\$1,600	\$80		\$ 1,680
	General Notes & Legend	3	\$100	10	\$1,000	\$60		\$ 1,060
	General Summary	1	\$100	20	\$2,000	\$40		\$ 2,040
	Maintenance of Traffic	2	\$100	28	\$2,800	\$60		\$ 2,860
	Sediment & Erosion Control Plan	3	\$100	24	\$2,400	\$60		\$ 2,460
	Plan and Profile	2	\$100	80	\$8,000	\$200		\$ 8,200
	Cross Sections & Earthwork Calculations	5	\$100	72	\$7,200	\$60		\$ 7,260
	Intersection & Curb Ramp Details	1	\$100	16	\$1,600	\$80		\$ 1,680
	Storm Sewer Profiles	3	\$100	40	\$4,000	\$80		\$ 4,080
	Landscape Plan	5	\$100	12	\$1,200	\$40	\$8,900	\$ 10,140
	Submittals & Disposition of Comments (3 submissions)		\$100	24	\$2,400	\$20		\$ 2,420
								Detailed Design Plans Subtotal = \$ 45,340
6	Private Utility Coordination							
	Submit plans to private utilities (electronic)		\$100	6	\$600	\$0		\$ 600
	Meetings (4)		\$140	16	\$2,240	\$40		\$ 2,280
	ID conflicts and review relocation plans		\$100	60	\$6,000	\$80		\$ 6,080

Price Proposal Detail

Amlin Area Infrastructure - Rings Road West of CSX

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							Private Utility Coordination Subtotal =	\$8,960
7	Opinions of Cost							
	Cost Opinion Updates		\$100	16	\$1,600	\$20		\$ 1,620
							Opinions of Cost Subtotal =	\$ 1,620
8	Project Coordination and Management							
	Progress Meetings (assume 4 mtgs)		\$180	8	\$1,440	\$40		\$ 1,480
	Prepare Exhibits for coordination		\$100	30	\$3,000	\$300		\$ 3,300
	Maintain Gantt chart schedule		\$180	6	\$1,080	\$40		\$ 1,120
	General Management and Oversight (5 hour / month for 9 months)		\$180	45	\$8,100	\$40		\$ 8,140
							Project Coordination and Management Subtotal =	\$14,040
							BASE SERVICES TOTAL =	\$ 114,710
				846	\$102,450	\$2,360	\$9,900	
	<i>IF AUTHORIZED SERVICES</i>							
9	Subsurface Utility Investigations (Test Holes)							
	SUE Level A (assume 4 +/- test holes)		\$180	6	\$1,080	\$20	\$5,000	\$ 6,100
							Subsurface Utility Investigations (Test Holes) Subtotal =	\$6,100
10	Contingency for Unforeseen Items							
	Contingency for Unforeseen Items							\$ 10,000
							Contingency for Unforeseen Items Subtotal =	\$10,000