Pat

RCA 17-050-3/27

ORDINANCE NO. 44-17

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH EVANS, MECHWART, HAMBLETON & TILTON, INC. (EMH&T ENGINEERS) FOR THE GUILFORD BOULEVARD BRIDGE REPLACEMENT PROJECT.

WHEREAS: The City of Medina submitted and was awarded grant funds for the replacement of the Guilford Boulevard Bridge.

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

- SEC. 1: That the Mayor is hereby authorized and directed to enter into a contract with Evans, Mechwart, Hambleton & Tilton, Inc. (EMH&T Engineers) for the Guilford Boulevard Bridge Replacement Project in accordance with plans and specifications on file in the office of the Mayor.
- SEC. 2: That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3: That a copy of the contract is marked Exhibit A, attached hereto and incorporated herein.
- **SEC. 4:** That the funds to cover the contract in the amount of \$156,688.00, are available as follows, \$7,834.40 in Account No. 108-0610-54414 and \$148,853.60 in Account No. 386-0661-54414.
- SEC. 5: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 6: That this Ordinance shall be in full force and effect at the earliest period allowed by law. PASSED: April 10, 2017 SIGNED: John M. Coyne, III **President of Council** ATTEST: **Kathy Patton** APPROVED: April 11, 2017 Clerk of Council SIGNED: **Dennis Hanwell** Mayor



ORD. 44-17 Exh. A

March 8, 2017

Mr. Pat Patton, PE City Engineer Medina City Hall 132 N. Elmwood Avenue Medina, Ohio 44256

Subject:

MED-Guilford Boulevard Bridge Replacement

PID 101819

Fee Proposal For Professional Services - Cover Letter Revision

Dear Mr. Patton,

As a follow up to our coordination with the City of Medina and ODOT District 3, we are pleased to submit our revised cover letter to accommodate a Standard Letter Proposal Format, including EMH&T Terms and Conditions for the City's review. In addition to the revised format, additional text is provided clarifying the existing water line and sanitary line facilities within the project limits. The original fee proposal dated February 10, 2017 remains unchanged.

The fee proposal was developed in concurrence with the current Ohio Department of Transportation Consultant Fee Guidance and the approved project task list which includes planning, preliminary engineering, and final design services. As a supplement to the fee proposal, please see the following summary of services:

Environmental:	\$ 27,976
Water Resources:	\$ 17,541
Survey:	\$ 10,952
Structures:	\$ 37,637
Roadway:	\$ 15,185
Traffic:	\$ 4,055
ROW Plans:	\$ 8,444
*Geotechnical Engineering	\$ 18,275
*ROW Acquisition Services	\$ 6,438
Project Oversight	\$ 8,469
Pre-bid Questions	\$ 858
On-Going Services	\$ 858
Subtotal	\$ 156,688
If authorized Services	\$ 11,441
Project Total	\$ 168,129

* The ROW Acquisition Services will be provided by OR Colan and Associates and the Geotechnical Engineering services will be provided by S&ME. The fee provided by S&ME includes an extra soil boring and efforts to provide recommendations regarding the excavation limits to minimize the amount of open-excavation, if possible. This additional analysis is likely to reduce the construction footprint and total project costs.

Water Line and Sanitary Line Facilities

The proposal does not include design costs associated with waterline design/relocation or sanitary sewer design/relocation. During the preliminary engineering phase, the design team will coordinate with the City of Medina to coordinate plan notes to include in the plans regarding temporary waterline relocation/bypass requirements to facilitate the culvert replacement. We do not anticipate formal design plans will be necessary for the temporary condition.

In addition, we will meet with the Medina County Sanitary Engineering Department to review the existing sanitary line (and facilities) located along the east project limit. If additional sanitary design services are required, we will work directly with the County to accommodate the additional work separate from this project. Based on our kick-off meeting with ODOT, it is our understanding the sanitary work is not eligible for project reimbursement and would be the responsibility of the County to fund any additional design or replacement costs.

Terms and Conditions of Professional Service

The attached Terms and Conditions of Professional Service shall be considered a part of this proposal. Unless expressly modified by the parties in writing, the foregoing proposal shall be governed by and subject to the attached "Terms and Conditions of Professional Service" schedule which is incorporated as a material provision thereof.

Schedule:

EMH&T is ready to begin work as soon as the notice to proceed is available from the City of Medina.

Additional Services, Exclusions

The Scope of Work identified in this document is based on EMH&T's knowledge of the project requirements at the time of document preparation, 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 the City. Although EMH&T routinely incorporates minor design changes in our work, we will notify the City 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.

Any services that are not included under this work scope can be provided on an hourly basis in accordance with our included standard rate schedule. Specific services that are not included as part of this proposal include, but are not limited to the following:

- Construction Inspection
- 2. Waterline Design
- 3. Sanitary Sewer Design

Mr. Pat Patton, PE March 8, 2017 Page 3

We look forward to working with the City of Medina and ODOT District 3 on this exciting infrastructure improvement project. If you have any questions or require additional information, please contact me at your earliest convenience at 614.775.4600 or ekagel@emht.com.

Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Edward D. Kagel, P.E. **Director of Transportation**

Acceptance and Authorization to Proceed:

Authorized Signature

City of Medina
Agency Name

Dennis Hanwell, Mayor

Fee Proposal - ODOT Format; Terms and Conditions

Cc: E. Scholtz, D3 M. Walter, D3

File



March 8, 2017

MED-Guilford Boulevard Bridge Replacement PID 101819 Fee Proposal For Professional Services

Table of Contents:

Section 1: Task List

Section 2: Proposal Summary

Section 3: Labor Costs

Section 4: Extended Costs

Section 5: Direct Costs

Section 6: Sub-Consultant -> OR Colan Fee Proposal

Section 7: Sub-Consultant -> S&ME Fee Proposal

Section 8: Terms and Conditions -> EMH&T Contract Document



Section 1: Task List

Project Specific Comments				EMHT: Assumes photographs are taken during Ecological Survery Report site visit.		EMHT: A stand alone Purpose and Need is not needed for the C2 Level environmental document. Hours provided are for development of brief P&N statement for engineering report.			EMHT: Combined property owner notification and public involvement letter to adjacent property owners and key stakeholders (identified by	Not needed	EMHT: Level 1 ESR. DIRECTS: 240 miles roundtrip for field visit.	EMHT: Assumes field work conducted in same mobilization as Level 1 ESR (i.e no additional mileage needed), DRECTS: \$300 for EDR database.	EMHT: Confirm Section 4(f) resources, boundaries, level of coordination needed, and OWJ.						EMHT: Includes 0.3mi total of stream cross section survey required for the rock vane assessment and hydraulic modeling.
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li Authorized																			
TOGO																			
InsiluznoO				×		×			×	×	×	×	×			×	×	×	×
Sh ding - babash ManT				Yes		Yes			Yes	Yes	Yes	Yes	Yes			Yes	Yes	Yes	Yes
Tack# Tack	I Planning Phase	1.2 Project Initiation Package	1.2.C Identify Discipline Specific Issues for Project Initiation Package	1.2.C.C Section 106 Request for Review	1.3 Existing Data, Research and Analysis	1.3.G Develop Purpose & Need	2 Preliminary Engineering Phase	2.2 Perform Environmental Field Studies	2.2.A Property Owner Notification	2.2.B Phase I Cultural Resource History/Architecture Survey	2.2.C Ecological Survey Report	2.2.D Environmental Site Assessment Screening	2.2.F 4(f) determinations	2.3 AER Design	2.3.A Field Survey and Aerial Mapping	2.3.A.A Project Control, Benchmarks, and Reference Points	2.3.A.B Monumentation recovery	2.3.A.C Base Mapping (incl. field verify.)	2.3.A.D Drainage Survey (stream cross sections)

Project Specific Comments							EVH&T: Coordination with the City and ODOT on an approved detour route. Deliverable will include plan view of proposed detour route and signage.								EMH&T. Prepare abbreviated STS, with consideration of the hydrualic analysis findings, to present alternatives to the City/ODOT for consideration. Alternative analysis will consider CMP, precast concrete, and aluminum plate culvert alternatives. Headwall costs and aesthtic additions will also be included in the STS.	EMH&T. Prepare a hydraulic report for the proposed work, which will demonstrate compliance with ODOT's design policies, as well as local flood damage prevention regulations. Hydraulic calculations will be performed using the HEC-RAS or HY-8 computation software with topographic information surveyed as part of this project. Efforts include conducting the preliminary design of rock vanes to mitigate stream channel meandering.
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Todo																
Consultant	×		×	×	×		×		×		×	×			×	×
24 din4 - bolook AzaT	Yes		Yes	Yes	Yes		Yes		Yes		Yes	Yes			Yes	Yes
Task# Task	2.3.A.F Establish property lines, tax id, & ownerships on base map	2.3.C Drainage	2.3.C.A Drainage Design Criteria Forms (LD-35)	2.3.C.B LD-33 Form (Contact County Engineer)	2.3.C.F Conceptual BMP	2,3,F Maintenance of Traffic	2.3.F.B MOT investigations (for non-interstate or non-interstate look-alikes)	2.3.G Utilities	2.3.G.A Utility Coordination and Documentation	2.4 Prepare Cost Estimates	2.4.A Roadway/Interchange Costs	2.4.B Right of Way Costs	2.5 AER Submitted and Other Studies	2.5.D Structures	2.5.D.A Bridge Structure Type Study (break our each bridge separately)	2.5.D.B analysis

Project Specific Comments					EMH&T: Prepare Stage 1 Details for minor roadway items associated with the bridge replacement.	EMH&T: Prepare Stage 1 Details for minor roadway items associated with the bridge replacement.	EMH&T: Prepare Stage 1 Details for minor roadway items associated with the bridge replacement.		EMH&T: Replacement inlets and storm sewers will be required on each curbline.	EMH&T: Prepare Stage 1 Details for channel training improvements (rock vanes).						EMH&T: Georechnical Report per ODOT SGE for culvert replacement. Services to be provided by S&ME.		ENHACT: Although not a report, this item shall include Stage 1 deliverable plan items (not including the Site Plan) that identify and delineate the components identified for detailed design, such as typical sections, elevation views, preliminary details, etc.
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M Authorized																		
Touo																		
Consultions			×	×	×	×	×		×	×	×	×		×		×		×
Sh ding - bobook sierT			Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes	Yes		Yes		Yes		Yes
Tosk#	2.7 Stage 1 Design	2.7.A Roadway	2.7.A.A Update Title Sheet	2.7.A.B General Notes	2.7.A.D Update Typical Sections	2.7.A.E Update Plan and Profile - Mainline	2.7.A.E Update Cross Sections	2.7.B Drainage	2.7.B.A Storm Sewer Profiles	2.7.B.C Channel Relocation Details & Section	2.7.B.D Drainage Calculations	2.7.B.E BMP Design	2.7.C Utilities	2.7.C.A Utility Coordination and Documentation	2.7.D Geotechnical Services	2.7.D.A Geotechnical Services and Report	2.7.F Structures - Design Report	2.7.F.A Bridge Design Report

Project Specific Comments			EMH&T: Preparation and submittal of a cost opinion for the Stage 1 Design of the project		EMH&T: Efforts will include one office meeting with the City and Department during development of Stage 1 Plans.		の の の の の の の の の の の の の の の の の の の		EMHT: Assumes De Minimis coordination for one (1) Section 4(f) recreational resource.	EMHT: Includes preparation of Permit Determination (per ODOT standards) and Pre-Construction Notification (PCN) for Nationwide Permit (NWP). Assumes City is permit applicant. Includes agency coordination. Assumes project is eligible for NWP. Intend to present project as self-mitigating. Does not cover mitigation costs or fees. All assumptions should be checked after NWPs are reissued in March/April 2017.			EMHT: Combined Stage II/II plan	EMHT: Combined Stage II/II plan	EMHT: Combined Stage I/III plan	EMHT: Combined Stage I/III plan		EMHT: Combined Stage II/III plan
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mailueno	×		×		×	×			×	×			×	×	×	×		×
Thek Needed - Path #2	Yes		Yes		Yes	Yes			Yes	Yes			Yes	Yes	Yes	Yes		Yes
Task #	2.7.F.B Final Structure Site Plan	2.7.H Prepare C2 Cost Estimates and Update Milestones	2.7.H.A Roadway/Interchange Costs	28 Project Management for Preliminary Engineering Phase	2.8.A Meetings	2.8.B General Oversight	3 Environmental Engineering Plase	3.1 Environmental Field Studies and Refined Impacts	3.1.C Section 4 (f) Evaluation	3.1.0 Prepare Waterway Permit Determination Package/Permits	3.3 Stage 2	3.3.A Roadway	3.3.A.A Update Title Sheet	3.3.A.B Update Schematic	3.3.A.C Update Plan and Profile - Mainline	3.3.A.F Update Cross Sections	3.3.B Drainage	3,3.B.A Update Storm Sewer Profiles

Project Specific Comments	EMH&T Finalize channel training details	EMIHT: Combined Stage II/III plan	EMHT: Combined Stage II/III plan		EMM&T: Simplified detour plan to be finalized based on preliminary study. Detour plan does not include temporary signal design.		EMHT: Combined Stage II/III plan	EMH&T General Notes amicipated for proposed bridge.	EMH&T: Culvert, headwall, wingwall, and additional details sheets anticipated.	· 一直の できる	EMH&T: Design of cast-in-place wingwall/headwalls per AASHTO design standards.							EMHT: Suggesst a preliminary ROW Exhibit inlieu of a formal preliminar, ROW plan to delineate the ROW needs for the project, and submit with the abbreviated STS. Once approved, the project can advance directly to Final ROW to save costs.
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bysivofluA M																		
TOOO																		
Consultant	×	×	×		×		×	×	×		×		×		×			
SH din4 - babsa% stenT	Yes	Yes	Yes		Yes		Yes	Yes	Yes		Yes		Yes		Yes			Yes
Task#	3.3.B.C Update Channel Relocation Details	3.3.B.D Underdrain details	3.3.B.E Update BMP Details	3.3.E Maintenance of Traffic	3.3.E.A Finalize MOT Plans	3.3.1 Bridge Plans (break out for each bridge separately)	3.3.I.A Update Site Plan	3,3.I.C General Notes	3.3.L.E Abutment Details	3.3.Liti Superstaucture.	3.3.I.H.3 Design and Analysis	3.3.J Utilities	3.3.J.A Utility Coordination and Documentation	3.3.K Georechnical Services	3.3.K.A Finalize Geotechnical Investigation and	3.4 Right of Way Plans	3.4.A Preliminary Right of Way Plans	3.4.A.A Legend Sheet

EMHT: Suggesst a preliminary ROW Exhibit inliest of a formal preliminary ROW plan to delineate the ROW needs for the project, and submit with the abbreviated STS. Once approved, the project can advance directly to Final ROW to save ossts.	EMHT: Suggesst a preliminary ROW Exhibit inlieu of a formal preliminar, ROW plan to delineate the ROW needs for the project, and submit with the abbreviated STS. Once approved, the project can advance directly to Final ROW to save costs.	EMHT: Suggesst a preliminary ROW Exhibit inlieu of a formal preliminary ROW plan to delineate the ROW needs for the project, and submit with the abbreviated STS. Once approved, the project can advance directly to Final ROW to save ossts.	EMHT: Suggesst a preliminary ROW Exhibit inlieu of a formal preliminary ROW plan to delineate the ROW needs for the project, and submit with the abbreviated STS. Once approved, the project can advance directly to Final ROW to save costs.	EMHT: Suggesst a preliminary ROW Exhibit inlieu of a formal preliminary ROW plan to delineate the ROW needs for the project, and submit with the abbrevated STS. Once approved, the project can advance directly to Final ROW to stave costs.	EMHT: Suggesst a preliminary ROW Exhibit inlieu of a formal preliminary ROW plan to delineate the ROW needs for the project, and submit with the abbreviated STS. Once approved, the project can advance directly to Final ROW to save costs.	EMHT: Suggesst a preliminary ROW Exhibit inlieu of a formal preliminary ROW plan to delineate the ROW needs for the project, and submit with the abbreviated STS. Once approved, the project can advance directly to Final ROW to save costs.						EMHT: Assume C2 Level Document		EMHT: Prepare environmental plan notes; Prepare commitment table for City (for purposes of follow-thru on all commitments)	
												×		×	
Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	Yes		Yes		Yes	
A.B Centerline Survey Plat	A.C Property Map	A.D Summary of Additional Right of Way	.A.E Detailed ROW Plan Sheets	A.G Legal Descriptions	A.A.I Closure Calculations	.A.J Right-of-Way Acquisition Estimate	.4.B Final Right of Way Plans	B.A Field Review & Verify Property Owners	B.B Final Legal Descriptions and Final Closures	B.C Set R/W Pins after acquisition	3.5 Prepare Environmental Document	.5.A Prepare Environmental Document	3.6 Environmental Commitments and Plan Notes	.6.A Environmental Commitment Plan Notes	3.9 Project Management for Euvironmental Engineering Phase
		Yes	Yes Yes Yes Yes Yes	Yes Yes Yes Yes Yes Yes Yes	Yes Yes Yes Yes Yes Yes Yes Yes	Right of Way Yes Ves Yes Yes Yes Yes	Right of Way Yes Wes Yes Ves Yes Yes Yes Yes Yes Yes	Right of Way Yes Right of Way Yes reeis Yes Yes Yes Yes Yes Yes In The stimate Yes Yes Yes Yes	Right of Way Yes Right of Way Yes reets Yes Yes Yes Yes Yes Yes Yes	Right of Way Right of Way Yes reets Yes Yes Yes Yes Yes Yes Yes	Right of Way Right of Way Yes reets Yes Yes Yes Yes Yes Yes Yes	Right of Way Right of Way Yes reas Yes Yes Yes Yes Yes Yes Yes	Right of Way Right of Way Right of Way Yes Yes Yes Yes Yes Yes In Document Yes Nes Yes Yes Yes Yes Yes Nes N	Right of Way Right of Way Yes Yes Yes Yes Yes Yes Yes Ye	Right of Way Right of Way Property Owners The and Final Closures Wes The and Final Closures Wes

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Project Specific Comments	EMH&T: Efforts will include one office meetings with the City and Department during development of Combined Stage 2/3 Plans.				EMH&T: Efforts include aquisition coordination. ORC will provide acquisition services for this project.			EMHT: Combined Stage II/III plan	EMHT: Combined Stage II/II plan	EMHT: Combined Stage II/III plan	EMHT: Combined Stage II/III plan	EMHT: Combined Stage II/II plan							
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W.Authorized																			
Todo																			
Consultant	×	×			×			×	×	×	×	×	×	×	×		×	×	
S# ding - bobook AzriT	Yes	Yes			Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes	
# Thank	3.9.A Meetings	3.9.B General Oversight	4 Final Engineering and R/W Phase	4.1 Right of Way Acquisition	4.1.A Right of Way Acquisition	4.2 Stage 3 Detailed Design Plans	4.2.A Quantities and Notes	4.2.A.A Pavement Subsummary	4.2.A.B Drainage Subsummary	4.2.A.C Roadway Subsummary	4.2.A.D Earthwork and Seeding Subsummary	4.2.A.M General Summary Sheet	4.2.A.N Bridge Estimated Quantities Sheet	4.2.A.O Reinforcing Steel Schedule	4.2.A.P Update of General Notes	4.3 Prepare Cost Estimates and Revise Milestone	4.3.A Roadway/Interchange Costs	4.3.D Structures	4.4 Final Plan Package
Тазк н	3.9.A	3.9.B	ħ	17	4.1.A	4	4.2.A	4.2.A.A	4.2.A.B	4.2.A.C	4.2.A.D	4.2.A.M	4.2.A.N	4.2.A.C	4.2.A.F	43	4.3.A	4.3.E	4

Project Specific Comments			EMH&T: Efforts will include one office meetings with the City and Department during development of Final Plan deliverables.	EMH&T: Efforts include coordination with georechnical subconsultant on Final deliverables.		
# IIOM						
bsstrodtuA-M						
Todo						
Consultant	×	The second second	*	×		×
Task Needed - Path #2	Yes		Yes	Yes		Yes
Task	4.4.A Submission of Final Tracings and Documentation	4.5 Project Management for Final Engineering and Right of Way Phase	4.5.A Meetings	4.5.B General Oversight	4.6 Pre-Bid Activities	4.6.A Pre-Bid Questions
Task#	4,4.	4	4.5.	4.5.	4	4.6.



Section 2: Proposal Summary

	MED-Guilford
County Route	Boulevard Bridge
and Section:	Replacement
Agreement No .:	
PID:	101819
PDP Path Used:	2
CONSULTANT:	EMH&T

Proposal Date:	2/9/2017
Revised Date:	

PROJECT DESCRIPTION:

Existing culvert replacement project with the City of Medina.

Revised	
Date:	
	3/

HOURLY RATES

\$62.00
\$43.00
\$38,00
\$30.00
\$32,00
\$55,00

Average Overhead		
Rate =	151.58%	(Net Fee Calc.)
Overhead Percentage =	121.53%	
Net Fee Percentage =	11.00%	1 1 1 1 1 1 1 1
Cost of Money =	0.31%	

Task#	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
1	Planning Phase		a Carre	S - 5 - 1 - 1 - 1	don't de la company		20N 752	Timester.	124 / 1744	aut radia	
1.3	Project Initiation Package	B. Bear				1951	No.	and the second			Water Company
1.2	Subtotal		\$33.00	18	\$594,00	\$721,89	\$1.84	\$0,00	\$0,00	\$164.38	\$1,482.11
1.3	Existing Data, Research and Analysis										
1.3	Subtotal		\$35.20	10 .	\$352,00	\$427.79	\$1.09	\$0,00	\$0,00	897.41	\$878.29
	SUBTOTAL PLANNING PHASE		S34.10	28	\$946.00	\$1,149.67	\$2,93	\$0.00	\$0,00	\$261.79	\$2,360,40
2	Preliminary Engineering Phase										
2.2	Perform Environmental Field Studies										
2.2			\$33,31	S111.00	\$3,624.00	\$4,404.25	\$11.23	\$424.80	\$0.00	\$1,002.90	\$9,467.18
	AER Design			0144.00	0171700	08.840.01	014.50	0.000.00	en en	01 212 70	012 142 15
2.3	Prepare Cost	Salt le	\$34.61	\$146,00	\$4,747.00	\$5,769.03	\$14.72	S602,00	\$0,00	\$1,313.68	\$12,446.42
2.4			\$36,50	\$18.00	\$636.00	\$772.93	S1.97	\$0.00	\$0,00	\$176.01	\$1,586,91
2.5	AFD Submittel and	Name of									
2.5			\$38,84	\$230,00	\$8,610.00	\$10,463.73	\$26.69	\$100,00	\$0,00	\$2,382.71	\$21,583.14
	Stage 1 Design Subtotal	and the same	\$35.24	\$232,00	\$8,494.00	\$10,322.76	\$26,33	\$0,00	\$17,896.00	\$2,350.61	\$39,089,70
2.8	Project Management for Preliminary Engineering Phase										
2.8	Subtotal		\$48.43	S32.00	\$1,528.00	\$1,856,98	S4.74	\$100.00	\$0.00	S422.86	83,912.57
	SUBTOTAL PRELIMINARY ENGINEERING PHASE		\$37.82	\$769,00	\$27,639.00	\$33,589.68	\$85.68	\$1,226,80	\$17,896.00	\$7,648.76	\$88,085.92
3	Environmental Engineering Phase							SAME			St. All V
3.1	Environmental Field Studies and Refined Impacts										
3.1	Impacts					THE RE			The Hard	THE PARTY	
	Subtotal		\$36.24	\$132,00	\$4,776.00	\$5,804.27	\$14.81	\$0.00	\$0,00	\$1,321.70	\$11,916.78
3,3	Subtotal Stage 2										
3,3 3,3	Subtotal Stage 2 Subtotal		\$36.24 \$35,70	\$132,00 \$218.00	\$4,776.00 \$7,814.00	\$5,804.27 \$9,496.35	\$14.81 \$24.22	\$0.00 \$0.00	\$0.00 \$0.00	\$1,321.70 \$2,162.43	S11,916.78 S19,497.01
3,3 3,3 3,4	Subtotal Stage 2 Subtotal Right of Way Plans										
3,3 3,3 3,4 3,4 3,5	Subtotal Stage 2 Subtotal Right of Way Plans Subtotal Prepare Environmental		\$35,70	S218.00	\$7,814.00	\$9,496.35	\$24.22	\$0.00	\$0.00	82,162.43	\$19,497.01
3,3 3,3 3,4 3,4 3,5	Subtotal Stage 2 Subtotal Right of Way Plans Subtotal Prepare Environmental Document		\$35,70 \$31,80	S218.00 S97.00	\$7,814.00 \$3,088,00	\$9,496.35 \$3,752.85	\$24.22 \$9.57	\$0.00 \$549.40	\$0.00 \$0.00	\$2,162.43 S854,57	\$19,497.01 \$8,254.39
3,3 3,3 3,4 3,4 3,5 3,5	Subtotal Stage 2 Subtotal Right of Way Plans Subtotal Prepare Environmental Document Subtotal Environmental Commitments and		\$35,70	S218.00	\$7,814.00	\$9,496.35	\$24.22	\$0.00	\$0.00	82,162.43	\$19,497.01
3.3 3.3 3.4 3.4 3.5 3.5	Subtotal Stage 2 Subtotal Right of Way Plans Subtotal Prepare Environmental Document Subtotal Environmental Commitments and Plan Notes		\$35,70 \$31,80	S218.00 S97.00	\$7,814.00 \$3,088,00	\$9,496.35 \$3,752.85	\$24.22 \$9.57	\$0.00 \$549.40	\$0.00 \$0.00	\$2,162.43 S854,57	\$19,497.01 \$8,254.39
3,3 3,3 3,4 3,4 3,5 3,5 3,6 3,6	Subtotal Stage 2 Subtotal Right of Way Plans Subtotal Prepare Environmental Document Subtotal Environmental Commitments and		\$35,70 \$31,80 \$34,65	\$218.00 \$97.00 \$43.00	\$7,814.00 \$3,088.00 \$1,490.00	\$9,496.35 \$3,752.85 \$1,810.80	\$24.22 \$9.57 \$4.62	\$0.00 \$549.40 \$0.00	\$0.00 \$0.00 \$0.00	\$2,162.43 \$854.57 \$412.34	\$19,497.01 \$8,254.39 \$3,717.76

	MED-Guilford	
County Route	Boulevard Bridge	
and Section:	Replacement	
Agreement No .:		
PID:	101819	
PDP Path Used:	2	
CONSULTANT:	EMH&T	

Proposal Date:	2/9/2017
Revised Date:	

PROJECT DESCRIPTION:

Existing culvert replacement project with the City of Medina.

Revised	
Date:	

HOURLY RATES

1	
Proj Exec / Proj Mgr	\$62,00
Sr Engineer	\$43.00
Proj Engineer or Survey	\$38,00
R/W or Env. Specialist	\$30,00
PI Specialist or	\$32.00
Clerical	\$55.00

Average Overhead		
Rate =	151.58%	(Net Fee Calc.)
Overhead Percentage =	121.53%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.31%	

Task#	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cos
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE		\$38.17	\$514.00	\$18,376,00	822,332.35	\$56.97	\$649.40	\$0.00	\$5,085,34	\$46,500.06
4	Final Engineering and R/W Phase								Marke	NEW YORK	
4.1	Right of Way Acquisition										
4.1	Subtotal		\$62,00	\$8.00	\$496,00	S602,79	\$1.54	\$0.00	\$5,200.00	\$137.26	\$6,437,59
4.2	Stage 3 Detailed Design Plans										
4.2	Subtotal		\$33.90	\$82.00	\$2,794.00	\$3,395,55	\$8.66	\$0.00	\$0,00	\$773.21	\$6,971.42
4.3	Prepare Cost Estimates and Revise Milestone										
	Subtotal		\$37.33	\$22.00	\$798.00	\$969.81	\$2.47	\$0.00	\$0.00	\$220.84	\$1,991.12
4.4	Final Plan Package							The State of the S			
4.4	Subtotal		\$33.50	\$8.00	\$268,00	\$325,70	\$0.83	\$0.00	\$0,00	\$74.17	\$668,70
4,5	Project Management for Final Engineering and Right of Way Phase							2400.00	20.00	\$205.89	
	Subtotal		\$62.00	S12.00	\$744.00	\$904.18	\$2.31	\$100,00	\$0.00	8205,89	\$1,956.38
	Pre-Bid Activities		\$43,00	\$8,00	\$344,00	S418.06	\$1,07	\$0.00	\$0,00	\$95,20	S858,33
	SUBTOTAL FINAL ENGINEERING AND R/W PHASE		\$45,29	\$140.00	\$5,444,00	S6,616.09	S16.88	\$100,00	\$5,200,00	\$1,506.56	\$18,883,53
5	Construction Phase						No. of Park		A Des		
5,1	On-going services during Construction										Land of
	SUBTOTAL CONSTRUCTION PHASE		\$43,00	\$8.00	\$344,00	\$418.06	\$1.07	\$0.00	\$0.00	S95,20	\$858,33
	IF AUTHORIZED TASKS										
	Subtotal of If- Authorized Tasks		\$35,22	\$130.00	\$4,385.00	\$5,329,09	\$13.59	\$249,60	\$250,00	\$1,213.50	\$11,440,78
arm se consission	GRAND TOTAL	Art His	\$38,93	\$1,589.00	\$57,134.00	S69,434.95	\$177.12	\$2,225.80	\$23,346,00	S15,811.15	\$168,129,01



Section 3: Labor Costs

	AND LABOR RATES	Proposal Date:	2/9/2017
County Route and	MED-Guilford Boulevard Bridge	2.	
Section:	Replacement	Revised Date:	
Agreement No .:			
PID:	101819		
PDP Path Used:	2		
CONSULTANT:	EMH&T		
	Service and the service of the servi	HOURLY RA	ATES
PROJECT		26.01 26.00065	
DESCRIPTION:		Project Manager	\$62,00
	Existing culvert replacement	Sr Engineer/Sr Env Scientist	\$43.00
	project with the City of Medina.	Project Engineer	\$38.00
	project with the City of Medius.	Env Specialist	\$30.00
		Designer	\$32.00
		Survey Manager	\$55.00
		Sr Surveyor	538.00
		Survey Technician	\$30.00
		Technician	528.00

Task#	Task Description	Project Manager	Sr Engineer/Sr Env Scientist	Project Engineer	Env Specialist	Designer	Survey Manager	Sr Surveyor	Survey Technician	Technician	Overall Total Hours	Labor Co
	Planning Phase Project Initiation Package	L-Day A.		COE (M)	ATHOMSON		200	Carlotte.	and the	DELL'AND DE		0.000
120	Identify Discipline Specific Issues for Project Initiation Package	-										
	Section 106 Request for Review		6							12	18	s
	Subtotal Existing Data, Research and	0	6	0	0	0	0	0	0	12	18	8
1.3	Analysis		1		6			_			10	S
1.3	Develop Purpose & Need Subtotal	0	4	0	6	0	0	0	0	0	10	\$
	SUBTOTAL PLANNING PHASE	0	10	0	6	0	0(0	0	12	28	\$
	Preliminary Engineering Phase	autie.		in invitori					er yearth.	Marie		
	Perform Environmental Field Studies											
2.2.A	Property Owner Notification		1		5					1	7	5
7,7,000	Ecological Survey Report Environmental Site Assessment		10		18					2	58 40	4.1
2.2.0	Screening 4(f) determinations		3		3					-	6	s
2.2	Subtotal	0	24	0	78	0	0	0	0	9	III	5
and the second second	AER Design											
	Field Survey and Aerial Mapping							Jan Person				
	Project Control, Benchmarks, and Reference Points						2		14		16	5
	Monumentation recovery						2		20		22	5
	Base Mapping (incl. field verify.)						2		18		20	5
23 A D	Drainage Survey (stream cross								36		36	s
	sections) Bridge Survey						2	6	20		28	5
2.3.A.F	Establish property lines, tax id, & ownerships on base map								N		8	5
	Orninage		Section Compression	in the same of the	- Company of the Comp							
23CA	Orainage Design Criteria Forms	de announce de la constante de		1							1	s
	LD-35) .D-33 Form (Contact County		THE THURSDAY							NO WILLIAM	1	s
2.3.C.D	Engineer) Conceptual BMP		2	2			7					5
2.3.F N	Maintenance of Traffic		and the state of t									
2.3.F.B i	MOT investigations (for non- nterstate or non-interstate look-		1	1		4				.9	6	5
2.3.G U												
	Julity Coordination and Documentation			4						O Marie Mari	4	S
2.3 S	ubtotal	0	3	9	0	4	8	6	116	0	146	S
2.4 F	Prepare Cost Estimates Roadway/Interchange Costs			8		8					16	5
2.4.B R	light of Way Costs			2							2	5
25 1	ubtotal AER Submittal and Other itudies	0		10	0	3	0	0	0	0	18	\$
	tructures											
	Bridge Structure Type Study break out each bridge separately)		40	56						64	160	s
2.5.D.B	omplete bridge hydraulic		62	8							70	\$
31	tudy and scour analysis	0	102	64	0	0	0	0	0	64	230	S I
2.7 S	tage 1 Design			-								
	Ipdate Title Sheet					6						s
	Jeneral Notes Jodate Typical Sections					6				11		5
	pdate Plan and Profile - fainline					6						8
2.7.A.E.II	fainline pdate Cross Sections					4					4	
2.7.B D	rainage											
2.7.B.A S	torm Sewer Profiles hannel Relocation Details &					4					4	
2.7.B.C S	hannel Relocation Details & ection Sheets		40	40								
2.7.B.E B	rainage Calculations MP Design		2	8						CONTRACTOR OF THE PARTY OF THE	2 1	
2.7.C U												
2.7.CA	ocumentation			6							6	×
	eotechnical Services					-						
100000000000000000000000000000000000000	eotechnical Services and Report			2							2	
	tructures - Design Report ridge Design Report		12	24			-	-		24	60	

	AND LABOR RATES	Proposal Date:	2/9/2017
County Route and	MFD-Guilford Boulevard Bridge	1,000	
	Replacement	Revised Date:	
Agreement No.:			
	101819		
PDP Path Used:			
CONSULTANT:	EMH&T		
		HOURLY RA	ATES
PROJECT DESCRIPTION:		Project Manager	562.00
LOCKH HOIL		Sr Engineer/Sr Env Scientist	\$43.00
	Existing culvert replacement	Project Engineer	\$38.00
	project with the City of Medina.	Env Specialist	\$30.00
		Designer	\$32.00
-		Survey Manager	\$55.00
		Sr Surveyor	\$38.00
		Survey Technician	\$30.00
		Technician	\$28.00

Task#	Task Description	Project Manager	Sr Engineer/Sr Env Scientist	Project Engineer	Env Specialist	Designer	Survey Manager	Sr Surveyor	Survey Technician	Technician	Overall Total Hours	Labor Costs
2.7.F.B	Final Structure Site Plan			\$				lun-		12	24	S 812
2.7.H	Prepare C2 Cost Estimates and Update Milestones											
2.7.HA	Roadway/Interchange Costs			\$		8					16	\$ 560
2.7	Subtotal	0	58	96	0	42	0	0	0	36	232	\$ 8,494
2.8	Project Management for											
	Preliminary Engineering Phase											\$ 774
	Meetings General Oversight	S	19								-18 14	\$ 774 \$ 754
	Subtotal	8	24	0	0	0	0	0	0	0	32	\$ 1,528
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	8	211	179	78	54	s	6	116	109	769	\$ 27,639
	Environmental Engineering	MEDINE.	KER GOLD	SYLM SHE	10407 Pt	R HARRY	AVI SELV	STATE		4150	3 1 30	500 DE 45
	Phase Environmental Field Studies			IIS IIGA	STALL SAFER		_		N. (1)	III SANGOL		
3.1	and Refined Impacts											
3.1.C	Section 4 (f) Evaluation		40		20					4	64	S 2,432
3.1.0	Prepare Waterway Permit Determination Package/Permits		24		40					4	68	s 2,344
3.1	Subtotal	0	64	0	60	0	0	0	0	8	132	8 4,776
	Stage 2											
3.3.A.A	Roadway Update Title Sheet			orposusus automatica	Name of the last o	2						\$ 64
3.3.A.B	Update Schematic					4					4	S 128
3.3.A.C	Update Plan and Profile -			1 - 1 - 1		4					4	S 128
	Mainline Update Cross Sections					2		and the second			2	5 64
3.3.B	Drainage		,				(=11==1111=Ne	_		04-11-11-11	, ,	
	Update Storm Sewer Profiles Update Channel Relocation					2						\$ 64
	Details		8	8							16	\$ 648
	Underdrain details	Aller and the				2						S 86
	Update BMP Details Maintenance of Traffic		1		Annual Control							
3.3.E.A	Finalize MOT Plans		8	S		24					40	S 1,416
	Bridge Plans (break out for each bridge separately)											
3.3.I.A	Update Site Plan		2	6						10		5 594
3.3.I.C	General Notes		6 16	2 24						40		5 334 S 2,720
3.3.LE 3.3.DH	Abutment Details Superameture		16		went to the second	COUR						
3.3.I.H.3	Design and Analysis		12	20	V-111112						32	S 1,276
	Utilities Utility Coordination and		With the Control of t			1					, ,	
3.3.J.A	Documentation			4							4	5 152
	Geotechnical Services	100 000 000			WILLIAM STREET			per				
	Finalize Geotechnical Investigation and Report			2								5 76
3.3	Subtotal	0	54	74	0	40	0	0	0	50	218	S 7,814
3.4.A	Right of Way Plans Preliminary Right of Way Plans											
3.4.A.A	Legend Sheet	- Very April			VIII.	4						S 128
	Centerline Survey Plat					20		N 114 115 115 115 115				S 256 S 640
Company Company	Property Map Summary of Additional Right of					6						5 192
3.4.A.D	Way					30						5 960
	Detailed ROW Plan Sheets Legal Descriptions					9						S 288
3.1.4.1	Right-of-Way Acquisition					2					2	5 61
	Estimate Final Right of Way Plans	-								-		
	Field Review & Verify Property					8					8	5 256
3.4.D.A	Owners											
3.4.B.B	Final Legal Descriptions and Final Closures			V		2					2	5 64
3.4.B.C	Set R/W Pins after acquisition								8		8	\$ 240
		0	0	0	0	89	0	0	8	0	97	5 3,088
75	Prepare Environmental											-1000
	Districtes							School Spring	-	-		-
3,5.A	Prepare Environmental Document		16		23		ACCUPATION AND ADDRESS OF THE PARTY OF THE P			4	32	\$ 1,490
**	Color tol	0	16	0	23	0	0	0	0	4	43	5 1,490
	Environmental Commitments and Plan Notes						400 2					
3.6.A	Environmental Commitment Plan Notes		2									\$ 206
3.6	Subtotal	0	2	0	4	0	9	0	0	ő	6	\$ 206
3.9	Project Management for Environmental Engineering Phase											
3.9.A	Meetings	4	6									\$ 506
3.9.B	General Oversight	8 12	6	0	0	0	0	0.	0	0		\$ 496 \$ 1,002
	Subtotal											

County Route and MED-Guilford Boulevard Bridge Section: Replacement Agreement No.: PID: [1018]9 PDP Path Uted: 2	Revised Date:	
PROJECT PROJECT	HOURLY RA	TES
DESCRIPTION: Existing culvert replacement project with the City of Medina.	Project Manager Sr Engineer/Sr Env Scientist Project Engineer Env Specialist Designer Survey Manager	\$62.00 \$43.00 \$38.00 \$30.00 \$32.00 \$55.00

Task#	Task Description	Project Manager	Sr Engineer/Sr Env Scientist	Project Engineer	Env Specialist	Designer	Survey Manager	Sr Surveyor	Survey Technician	Technician	Overall Total Hours	Labor	Cost
9	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE	12	142	74	87	129	0	0	8. 1	62	514	8	18,
4	Final Engineering and R/W Phase		4 7 7 7	SVEE		F QT	distant	TO THE					
4.1	Right of Way Acquisition			name and the max			The same of the same	TO THE REAL PROPERTY.					
	Right of Way Acquisition	3									8	S	
4.1		8	0	0	0	0	0	0	0	0	8	S	
	Stage 3 Detailed Design Plans												h
4.2.A	Quantities and Notes												
	Pavement Subsummary					4		A			4	S	
	Drainage Subsummary					6					6	5	
	Roadway Substantiary					8	-				8	5	
	Earthwork and Seeding		7					-				-	_
	Subsummary					4					4	8	
	General Summary Sheet					16					16	\$	
	Bridge Estimated Quantities Sheet		2	6	8						16	s	
4240	Reinforcing Steel Schedule	-	4	8	10			-			22	S	_
	Update of General Notes		1	2	- 19					-	6	S	
	Subtotal	0	10	16	18	38	0	0	0	0	82	5	2
4.9	Prepare Cost Estimates and Revise Milestone					3		- 1101	Jan Vag				Ė
	Roadway/Interchange Costs			8		3	-	-			16	S	
	Structures		2	4	HOUSE HARMAN	-		-				5	
	Subtotal	0	2	12	0	8	0	0	0	0		s	
	Final Plan Package	- "	4				,		<u> </u>		**	-	
444	Submission of Final Tracings and Documentation			2		6					8	s	
	Subtotal	0	0	2	0	6	0	0	0	0	8	s	
4.5	Project Management for Final Engineering and Right of Way Phase												
	Meetings	4								ALCOHOLD STREET		3	
	General Oversight	8				media and				CONTRACTOR OF THE PARTY OF THE		3	
	Subtotal	12	0	0	0	0	0	0	0	0	12	3	
	Pre-Bid Activities					Anni di Anna Anna Anna Anna Anna Anna Anna Ann							
	Pre-Bid Questions		8		Mark Mark Street		A CONTRACTOR OF THE PARTY OF TH	Market Street				3	
4.6	Subtotal	0	8	0	0	0	0	0	0	0	8	S	
1	SUBTOTAL FINAL ENGINEERING AND RAV PHASE	20	20	30	18	52	0	a	0	0	140	s	5
	Construction Phase		NAME OF TAXABLE PARTY.			-	-	WHEN SHEET	Name and Address of the Owner, where	NAME OF TAXABLE PARTY.	-		
									VO. 22 - 12 - 12		VOT		
5.1	On-going services during Construction			My Aug								1000	
3.1.A	On-going Services During Construction		*								8	S	
	SUBTOTAL CONSTRUCTION PHASE	0	8	0	0	0	0	0	0	0	8	5	
	F AUTHORIZED TASKS	- 1000	300 S 30 S	a Wales			A TOTAL PROPERTY.		W 172	VE 10 1	TO THE	AND IN	
	Phase I ESA		32							10	42	5	1,
	Mussel Survey/Relocation		7		80					1	SS	5	2,
	Subtotal of If-Authorized Tasks	0	39	0	80	0	0	0	0	11	130	5	4,
A 68 1 1 1 1			THE VALUE OF STREET	200	THE KINSTER	W. T. S. T.	CHICAGO NAME OF THE	SAMUEL AND STREET	Alle Control		1 2 3 5 5 W		and the



Section 4: Extended Costs

County Route and	MED-Guilford Boulevard	
Section:	Bridge Replacement	
Agreement No .:		_
PID:	101819	
PDP Path Used:	2	
CONSULTANT:	EMH&T	_

Proposal Date:	2/9/2017
Revised Date:	

PROJECT
DESCRIPTION:
Existing culvert replacement
project with the City of
Medina.

HOURLY	RATES

Proj Exec/Proj Mgr S62.00
Sr Engineer
Proj Engineer or Survey
R/W or Env. Specialist
PI Specialist or
Clerical \$55.00

Average Overhead		
Rate =	151.58%	(Net Fee Calc.)
Overhead Percentage =	121.53%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.31%	

Task#	Task Description	No.	Hourly Rate	Total Hours	Labor Costs	Overhea Costs	d Cos Moi	100000000000000000000000000000000000000	Direct Costs	Subcon Costs	Net Fee	Т	otal Cost
7	Planning Phase	C DOMESTIC	THE STREET	Section 200	2010	William W			CAN B CA	MEDICAL PROPERTY.	50/0, 80	1000	district.
	Project Initiation Package												
1.2.C	Identify Discipline Specific Issues for Project Initiation									Dala da			
	Package Section 106 Request for Review		S 33,00	18	\$594.00	S 7:	22 8	2			S 16	4 S	1.d
	Subtotal		S33.00	18	S 594		12 S	2	s -	S -	S 16		I,
1.3	Existing Data, Research and Analysis		332.00										
1.3.G	Develop Purpose & Need		8 35.20	10	\$352.00	S 4:	18 S	1		(4)		7 S	
1.3	Subtotal		835.20	10	S 352	S 42	8 S	- 1	s -	S -	S 9	7 8	
	SUBTOTAL PLANNING PHASE		\$34.10	28	S. 946	8 1,15	50 S	3	s -	s -	S 26	2 8	2,
	Preliminary Engineering Phase		Carlot Nik										
2,2	Perform Environmental Field Studies						4						
	Property Owner Notification		\$ 31.57	7	\$221.00	S 20		1			S 6		
	Ecological Survey Report		S 32.03	58	\$1,858.00	S 2,25	8 8	6	\$124.80		S 51-	4 8	4,
	Environmental Site Assessment Screening		S 33.15	40	\$1,326.00	S 1,61	1 8	4	\$300.00		S 36	7 8	3,
	4(f) determinations		8 36.50	6	S219.00	S 26	6 S	1			S 6	1 8	b.
	Subtotal		833.31	111	\$ 3,624	S 4,40	4 8	11	8 425	S -	S 1,00.	3 8	9,
2,3	AER Design												
2.3.A	Field Survey and Aerial Mapping												
	Project Control, Benchmarks, and Reference Points		8 33.13	16	\$530,00	S 64	4 S	2			S 14	7 S	1,
	Monumentation recovery		\$ 32.27	22	-8710.00	S 86		2			S 190		1,
	Base Mapping (incl. field verify.)		S 32.50	20	\$650.00	S 79	0 S	2	\$602.00		S 180	S	2,
2.3.A.D	Drainage Survey (stream cross sections)		S 30.00	36	\$1,080.00	S 1,31		3			S 299		2,
	Bridge Survey		S 33.50	28	\$938.00	S 1,14	0 8	3			S 260	8	2,
2.3.A.F	Establish property lines, tax id, & ownerships on base map		S 30,00	8	\$240,00	S 29	2 S	1			S 66	s	
	Drainage		The state of the s				-		-			T-	
2.3.C.A	Drainage Design Criteria Forms (LD-35) LD-33 Form (Contact County		S 38,00	ı	\$38,00	S 4	6 8	0			S 11	-	
	Engineer)		\$ 38.00	1	\$38.00	8 4	6 8	0			S 11	S	
	Conceptual BMP		S 40.50	4	S162.00	S 19	7 S	1			S 45	S	- 3
	Maintenance of Traffic											-	
2.3.F.B	MOT investigations (for non- interstate or non-interstate look- alikes)		S 34.83	6	\$209,00	S 25	4 S	1			S 58	s	
	Utilities										40 . U.		
23 G A	Utility Coordination and Documentation		S 38.00	4	\$152,00	S 18	s	0			S 42	s	į
	Subtotal		\$34.61	146	S 4,747	S 5,76	S	15	S 602	S -	S 1,314	S	12,
	Prepare Cost Estimates							100					
	Roadway/Interchange Costs		S 35.00	16	\$560.00	S 68		2			S 155	_	1,
	Right of Way Costs		S 38.00	2	876.00	S 9.		0			S 21		
25	Subtotal AER Submittal and Other Studies		\$36.50	18	S 636	S 77.	S	2	s -	s -	S 176	8	1,
	Structures									THE PERSON NAMED IN			Ciai
1	Bridge Structure Type Study break out each bridge		S 35.25	160	\$5,640.00	S 6,85-	s	17	\$100.00		S 1,561	s	14,

County Route and	MED-Guilford Boulevard
Section:	Bridge Replacement
Agreement No .:	
PID:	101819
PDP Path Used:	2
CONSULTANT:	EMH&T

Proposal Date:	2/9/2017
Revised Date:	

PROJECT
DESCRIPTION:
Existing culvert replacement project with the City of Medina.

HOURLY RATES

Proj Exec/Proj Mgr	\$62.00
Sr Engineer	\$43.00
Proj Engineer or Survey	\$38,00
R/W or Env. Specialist	\$30.00
PI Specialist or	\$32.00
Clerical	\$55,00

Average Overhead		
Rate =	151.58%	(Net Fee Calc.)
Overhead Percentage =	121.53%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.31%	

Task#	Task Description	No.	Hourly Rate	Total Hours	Labor Costs		erhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
	Complete bridge hydraulic study and scour analysis		S 42.43	70	\$2,970.00	S	3,609	S !			S 82	2 8 7,4
	Subtotal		\$38.84	230	S 8,610	S	10,464	S 2	7 S 100	S -	S 2,38.	S 21,5
2.7	Stage 1 Design											
	Roadway				4-4-1	_	and the same			_		-
	Update Title Sheet		S 32.00	6	8192.00	S	233				S 5.	
	General Notes		S 32.00	8	\$256.00	S	311	S		-	S 71	
2.7.A.D	Update Typical Sections		8 32.00	6	\$192,00	S	233	8			8 5.	3 4
	Update Plan and Profile - Mainline		S 32.00	6	\$192.00	S	233	- COV			S 53	
	Update Cross Sections		S 32.00	4	\$128,00	S	156	S (8 35	S 3
	Drainage											
	Storm Sewer Profiles		S 32.00	4	\$128.00	S	156	S (S 35	S 3
	Channel Relocation Details & Section Sheets		8 40.50	80	\$3,240.00	S	3,938	S 10			S 897	A NEW III
	Drainage Calculations		\$ 38.00	8	\$304.00	S	369	S			S 84	- Contract of the Contract of
	BMP Design		S 43.00	2	\$86.00	S	105	S (S 24	S 2
	Utilities	1 7 7										T
	Utility Coordination and Documentation		S 38.00	6	\$228.00	S	277	S 1			S 63	S 5
2.7.D	Geotechnical Services											
2.7.D.A	Geotechnical Services and		\$ 38.00	2	\$76,00	S	92	s 0		\$17,896,00	S 21	S 18,0
	Report		3 36.00	*	370.00	3	32	3 (317,870,00	3	10,0
	Structures - Design Report											
	Bridge Design Report		S 35.00	60	\$2,100.00	S	2,552				S 581	
	Final Structure Site Plan		S 33.83	24	\$812.00	S	987	S 3		L	S 225	S 2,0
	Prepare C2 Cost Estimates and											
	Update Milestones				0540.00							8 1,3
	Roadway/Interchange Costs		S 35.00	16	\$560.00	S	681	S 26		S 17,896	S 155 S 2,351	1000
2.7	Subtotal		835.24	232	S 8,494	S	10,323	5 20	S -	S 17,896	5 2,351	3 39,0
2.8	Project Management for Preliminary Engineering Phase											
2,8,A 1	Meetings		\$ 43.00	18	\$774.00	S	941	S 2			S 214	S 1,9
	General Oversight		S 53.86	14	8754.00	S	916	S 2	\$100.00		S 209	S 1,9
	Subtotal		\$48.43	32	S 1,528	S	1,857	S 5	S 100	S -	S 423	S 3,9
	SUBTOTAL PRELIMINARY ENGINEERING PHASE		\$37.82	769	S 27,639	S	33,590	S 86	S 1,227	S 17,896	S 7,649	S 88,0
	Environmental Engineering Phase											
	Environmental Field Studies and Refined Impacts											
3.1.C S	Section 4 (f) Evaluation		\$ 38.00	64	\$2,432.00	S	2,956	S 8			S 673	S 6,0
	Prepare Waterway Permit		S 34.47	68	\$2,344.00	S	2,849	S 7			S 649	S 5,8
1	Determination Package/Permits				1,1							
	Subtotal		\$36.24	132	\$ 4,776	S	5,804	S 15	S -	8 -	S 1,322	S 11,9
	Stage 2			7/1 / Toronto		_	riene .		Service and			-
	Roadway		S 32.00	2	\$64.00	S	78	S 0			S 18	s 1
	Jpdate Title Sheet Jpdate Schematic		S 32.00	4	\$128.00	S	156	S 0	Contract Con		S 35	
-	Jpdate Plan and Profile -			100								- 12000000000000000000000000000000000000
3.3.A.C	Mainline		S 32.00	4	\$128,00	S		S 0			S 35	
	Jpdate Cross Sections		S 32.00	2	\$64.00	S	78	S 0			S 18	S 1
	Orainage											
	Jpdate Storm Sewer Profiles		S 32.00	2	\$64.00	S	78	S 0			S 18	8 1
3.3.B.C	Jpdate Channel Relocation Details		S 40.50	16	\$648.00	S	788	S 2			S 179	S 1,6
3.3.B.D I	Jnderdrain details		S 32.00	2	\$64.00	S	78	S 0			S 18	S 1
	Jpdate BMP Details		S 43.00	2	\$86.00	S	105	S 0			S 24	S 2

	MED-Guilford Boulevard
Section:	Bridge Replacement
Agreement No.:	Commence of the control of the contr
PID:	101819
PDP Path Used:	2
CONSULTANT:	EMH&T

Proposal Date:	2/9/2017
Revised Date:	

PROJECT
DESCRIPTION:
Existing culvert replacement
project with the City of
Medina.

HOURLY RATES

Proj Exec/Proj Mgr Sr Engineer Proj Engineer or Survey R/W or Env. Specialist PI Specialist or Clerical \$62.00 \$43.00 \$38.00 \$30,00 \$32.00 \$55.00

Average Overhead Rate = 151.58% (Net Fee Calc.) 121.53% 11.00% Overhead Percentage = Net Fee Percentage Cost of Money = 0.31%

Task#	Task Description	No.		Hourly Rate	Total Hours	Labor Costs	0	verhead Costs	0.000000	ost of oney	Direct Costs	Subcon C	osts	Net Fee	109	Fotal Cos
	E Maintenance of Traffic									r -						-
3.3.E.A	A Finalize MOT Plans		S	35.40	40	\$1,416.00	S	1,721	S	4				S 39	2 8	3
3.3.	I Bridge Plans (break out for each															
	bridge separately)		_				-		-							
	A Update Site Plan		S	33.00	18	8594.00	S	722		2		-		S 16		
	C General Notes		S	41.75	8	\$334.00	S	406 3,306		1 8			-	S 9 S 75		
	E Abutment Details		S	34.00	80	\$2,720.00	S	3,306	S	8		-	-	S 75	, 3	MILLINE THE
	3 Design and Analysis		S	39.88	32	\$1,276.00	S	1,551	0	4	Name and Address of the Owner, where	THE OLD DAY	arkin t	S 35	3 8	
	J Utilities	-	3	39.00	32	31,270.00	13	1,001	9	-	<u> </u>	 	-	3 3.	0 0	
2.2.	Utility Coordination and		F			T	T		T	_					T	
3.3.J.A	Documentation		S	38.00	4	\$152.00	S	185	S	0				S 4	2 8	
338	Geotechnical Services															
	Finalize Geotechnical		T				T					P. Contraction				
3.3.K.A	Investigation and Report		S	38.00	2	\$76.00	S	92	S	0				S 2	S	
3	3 Subtotal			35.70	218	S 7,814	S	9,496	S	24	s -	S	-	S 2,16	S	1
3.4	4 Right of Way Plans			1 1 1 1 1 1											N/AY	744
	A Preliminary Right of Way Plans															
3.4.A.A	A Legend Sheet		S	32.00	4	\$128,00	S	156	S	0				S '3	S	
3.4.A.E	Centerline Survey Plat		S	32.00	8	\$256.00	S	311	S	1				S 7		
3.4.A.C	Property Map		S	32.00	20	\$640.00	S	778	S	2				S 17	S	
3.4.A.D	Summary of Addtional Right of		s	32.00	6	\$192.00	S	233	s	1				s 5.	s	
171000000000000000000000000000000000000	Way					65608750V										
	E Detailed ROW Plan Sheets		S	32.00	30	\$960.00	8	1,167	5	3			_	S 260		
3.4.A.C	G Legal Descriptions		S	32.00	9	\$288.00	S	350	S	1				S 86	S	
3.4.A.	Right-of-Way Acquisition		s	32,00	2	\$64.00	S	78	S	0				s II	S	
	Estimate		_													
3,4.E	B Final Right of Way Plans		-				_						-		_	
3.4.B.A	Field Review & Verify Property		S	32.00	8	\$256.00	S	311	S	1	\$124.80			s 7	S	
	Owners		-	1,840			_								-	
3.4.B.E	Final Legal Descriptions and		S	32.00	2	\$64.00	S	78	S	0	\$274.80			S 18	S	
2.40.6	Final Closures		S	30.00	8	\$240,00	S	292	S	1	\$149.80		-	s 60	S	
3.4.B.C 3.4			_	31.80	97	\$ 3,088	S	3,753	S	10	S 549	S	-	8 855		
3,4	Prepare Environmental	7	1 0	31.80	91	3,000	3	3,/33	3	10	0 047	3		000	9	-
3,5	Document Document															
	Prepare Environmental		1					200		10000000		T			T	Section 1
3.5.A	Document		S	34.65	43	\$1,490.00	S	1,811	S	5				412	S	
3.5	III BELLEVICE METHOD STORY		S	34.65	43	S 1,490	S	1,811	S	5	S -	S	- 3	412	S	
	Environmental Commitments	-All III	-													
3,6	and Plan Notes															
	Environmental Commitment														L	
3.6.A	Plan Notes		S	34.33	6	\$206.00	S	250	S	1			3	57	S	
3.6	Subtotal		S	34.33	6	S 206	S	250	S	1	<u>s</u> -	S	- 5	57	S	
	Project Management for			1 11 12						DOM:	Sales Sales				TO, III	P. Carrie
3.9	Environmental Engineering															
	Phase		2				64		10-15-	J-035						
3.9.A			S	50.60	10	\$506.00	S	615	S	2			S		_	
	General Oversight		S	62.00	8	\$496,00	8	603	S	2	\$100,00		5		-	
3.9	Subtotal		S	56.30	18	\$ 1,002	S	1,218	S	3	S 100	S	- 8	277	S	
	SUBTOTAL															
	ENVIRONMENTAL		S.	38.17	514	S 18,376	S	22,332	S	57	S 649	S	- S	5,085	S	40
	ENGINEERING PHASE								-							
4	Final Engineering and R/W		The same	. SAC	31121											
4	Phase	26				2012	10	THE P.			Treating.			NAME OF	135	
4.1										Paul					100	
	Right of Way Acquisition		S	62.00	8	\$496,00	S	603	S	2		\$5,200	1		S	(
4.1	Subtotal		S	62.00	8	S 496	S	603	S	2		S 5,	200 S	137	S	(
4.1																

	MED-Guilford Boulevard
Section:	Bridge Replacement
Agreement No.:	
PID:	101819
PDP Path Used:	
CONSULTANT:	EMH&T

Proposal Date:	2/9/2017
Revised Date:	

PROJECT
DESCRIPTION:
Existing culvert replacement
project with the City of
Medina.

HOURI	YRATES

\$62,00
\$43.00
\$38.00
\$30,00
S32.00
\$55.00

Average Overhead		
Rate =	151.58%	(Net Fee Calc.)
Overhead Percentage =	121.53%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.31%	

Task#	Task Description	No.		Iourly Rate	Total Hours	Labor Costs	100100100	head sts	Cost of Money	Direct Costs	Subcon Cos	ts ?	Net Fee	1	Total Cost
	Quantities and Notes														
	Pavement Subsummary		S	32.00	4	\$128.00	S	156		0		S	35		
	Drainage Subsummary		S	32.00	6	\$192.00	S	233				S	53		
	Roadway Subsummary		S	32.00	8	8256.00	S	311	S	1		S	71	S	
	Earthwork and Seeding		S	32.00	4	\$128.00	S	156	S			S	35	S	
	Subsummary					1111111111						-			
	General Summary Sheet		S	32.00	16	\$512.00	S	622	5	2		S	142	S	1,
	Bridge Estimated Quantities		S	34.63	16	\$554.00	S	673	8	2		S	153	S	1,
	Sheet			20.00	**			011				-	210		1
	Reinforcing Steel Schedule		S	35.27	22	\$776.00 \$248.00	S	943				S	215		- 1
	Update of General Notes		S	41.33	6		S	3,396					773		6
4.2	Subtotal		2	833.90	82	S 2,79-	S	3,396	S 5	S -	S	- S	1/3	S	0
	Prepare Cost Estimates and														
	Revise Milestone			100		2545.40	72	404		The same of		1 0		1	- 140
	Roadway/Interchange Costs		S	35.00	16	\$560.00	S	681				S	155		1
	Structures		S	39.67	6	\$238.00	8	289				S	66		-
	Subtotal		8	37.33	22	S 798	S	970	5 2	8 -	S .	- S	221	S	
	Final Plan Package		-				-				A Description of the last of t				
	Submission of Final Tracings		S	33.50	8	\$268.00	s	326	S 1			S	74	S	
	and Documentation														
	Subtotal		8	33.50	8	S 268	S	326	S I	s -	Š .	- S	74	S	
4.5	Project Management for Final Engineering and Right of Way Phase														
	Meetings		S	62.00	4	\$248,00	S	301	8 1			S	69	S	
	General Oversight		S	62.00	8	\$496,00	S	603	S 2			S	137	-	1
4,5	Subtotal		_	62.00	12		S	904			S -	S	206		1
	Pre-Bid Activities	1					Self-Trans	1000			THE RESERVE OF THE PERSON NAMED IN	Charles .	HEIDI FUR	THE P	erement.
	Pre-Bid Questions		S	43,00	8	\$344.00	S	418	S 1			Is	95	S	
	Subtotal		-	43.00	8	S 344	_	418	s 1		\$0.0	0 8	95		
	SUBTOTAL FINAL ENGINEERING AND R/W PHASE			45.29	140	8 5444	8	6,616	-S 17	S 100	\$ 5,20	0 8	1,507	S	18
5	Construction Phase	NEWS WIL	616	24-19-4	14 MAY	100	12 SH				CI WISLESS I		Talle		
5.1	On-going services during Construction														
5.1.A	On-going Services During Construction		S	43.00	8	\$344.00	S	418	S 1			S	95	S	
	SUBTOTAL CONSTRUCTION PHASE		S	43.00	8	8 344	S	418	S 1	8 -	s -	S	95	S	W. Car
	IF AUTHORIZED TASKS														
I	Phase I ESA		S	39.43	42	\$1,656.00	S	2,013	S 5	\$124.80		S	458	S	4
1	Mussel Survey/Relocation		s	31.01	88	\$2,729.00	S	3,317	S 8	\$124.80		S	755	S	6,
I	Right of Way Acquisition										\$250.00	D		S	
	Subtotal of If-Authorized Fasks		S.	35.22	\$130.00	\$4,385,00	85,329	0,09	\$13.59	\$249.60	\$250.00	S	1,213.50	S	11,440.78



Section 5: Direct Costs

NON-LABOR DIRECT COSTS

MED-Guilford Boulevard Bridge Replacement

PID 101819

CONSULTANT: EMH&T

	Unit			Item Cost	Total Cost	Cost
Task 2.2.C - Ecological Survey Report		25				
Mileage	Miles	240	\$0.52	\$124.80		
milougo	WINGO			\$124.80		
Task 2.2	.C Total				\$12	5
Task 2.2.D - Environmental Site Assessment Scree	ning		and a first of the second			
Database Access Direct Cost	Each	1	\$300.00	\$300,00		
		S	ubtotal	\$300.00		
Task 2.2	.D Total				\$30	0
Task 2.3.A.C Base Mapping (incl. Field Verify)						
Mileage	Miles	275	\$0.52	\$143.00		
Prints and Reproductions	Prints	50	\$1.00	\$50.00		
Survey Supplies: \$25/day	Day	2	\$25.00	\$50.00		
Lodging: CONSUS -> \$103/Night x 1 night x 2 staff	Night	2	\$103.00	\$206.00		
Meals: CONSUS -> \$38.25/day x 2 days x 2 staff	Day	4	\$38.25	\$153.00		
		Sı	ubtotal	\$602.00		
Task 2.3.A.	.C Total		78		\$602	2
Task 2.5.D.A - Bridge Structure Type Study						
And the second section of the second section of the second second second section of the section of the second section of the sec	Dripto	100	\$1.00	\$100.00		
And the second section of the second section of the second second second section of the section of the second section of the sec	Prints	100 St	\$1.00 ubtotal	\$100.00 \$100.00		
And the second section of the second section of the second second second section of the section of the second section of the sec	Prints	E-MANOCAL COLUMN				
Prints		E-MANOCAL COLUMN			\$100	
Prints Task 2.5.D.		E-MANOCAL COLUMN			\$100	
Prints Task 2.5.D. Task 2.8.B- General Oversight		St.	abtotal \$1.00	\$100.00 \$100.00	\$100),
Prints Task 2.5.D. Task 2.8.B- General Oversight	A Total	St.	abtotal \$1.00	\$100.00	\$100	
Prints Task 2.5.D. Fask 2.8.B- General Oversight Stage I Prints	A Total Prints	St.	abtotal \$1.00	\$100.00 \$100.00		
Prints Task 2.5.D. Fask 2.8.B- General Oversight Stage I Prints Task 2.8	A Total Prints .B Total	St.	abtotal \$1.00	\$100.00 \$100.00		
Task 2.5.D. Fask 2.8.B- General Oversight Stage I Prints Task 2.8 Task 2.8	A Total Prints .B Total	St.	abtotal \$1.00	\$100.00 \$100.00		
Task 2.8.B- General Oversight Stage Prints	A Total Prints B Total	100 Su 240	\$1.00 ubtotal \$0.52	\$100.00 \$100.00 \$100.00		
Task 2.5.D. Fask 2.8.B- General Oversight Stage I Prints Task 2.8 Fask 3.4.B.A - Field Review & Verify Property Owner Alileage	A Total Prints B Total Miles	100 Su 240	\$1.00 ubtotal \$0.52	\$100.00 \$100.00 \$100.00	\$100)
Task 2.5.D. Fask 2.8.B- General Oversight Stage I Prints Task 2.8 Fask 3.4.B.A - Field Review & Verify Property Owner Allleage Task 3.4.B.	New York New York					
Task 2.5.D. Fask 2.8.B- General Oversight Stage I Prints Task 2.8 Fask 3.4.B.A - Field Review & Verify Property Owner Mileage Task 3.4.B. Task 3.4.B.	A Total Prints B Total Miles	100 Su 240	\$1.00 ubtotal \$0.52	\$100.00 \$100.00 \$100.00	\$100)
Task 2.5.D. Fask 2.8.B- General Oversight Stage I Prints Task 2.8 Fask 3.4.B.A - Field Review & Verify Property Owner Mileage Task 3.4.B. Fask 3.4.B.B - Final Legal Descriptions and Final Cla	A Total Prints B Total rs Miles A Total psures	100 Su 240 Su	\$1.00 ibtotal \$0.52	\$100.00 \$100.00 \$100.00 \$124.80	\$100)
Task 2.5.D. Task 2.8.B- General Oversight Stage I Prints Task 2.8 Task 3.4.B.A - Field Review & Verify Property Owner Wileage	A Total Prints B Total R Miles A Total Desures Miles	100 Su 240 Su 240	\$1.00 ubtotal \$0.52	\$100.00 \$100.00 \$100.00 \$124.80	\$100)

Mileage	Miles	240	\$0.52	\$124.80		
Survey Supplies: \$25/day	Day	1	\$25.00	\$25.00		
Mileage	Miles	240 Sul	\$0.52 ototal	\$124.80 \$149.80		
				· · · · · · · · · · · · · · · · · · ·		
Task 3.	4.B.C Total			\$150		
Task 3.9.B - General Oversight						
Stage III Prints	Prints	100	\$1.00	\$100.00		
		Sub	ototal	\$100.00		
Task	3.9.B Total			\$100		
Task 4.5.B - General Oversight	· · · · · · · · · · · · · · · · · · ·					
Final Tracings Prints	Prints	100	\$1.00	\$100.00		
		Sub	total	\$100.00		
Task 4.5.B Total				\$100		
Task			en	P TOTAL > DIDECT COSTS:	¢4 076	
Task	IF AUTHORIZED	- DIRECT COS		B TOTAL -> DIRECT COSTS:	\$1,976	
		- DIRECT COS		B TOTAL -> DIRECT COSTS:	\$1,976	
Phase I ESA .		240	TS \$0.52	\$124.80	\$1,976	
Phase I ESA	IF AUTHORIZED	240	TS		\$1,976	
Phase I ESA Mileage	IF AUTHORIZED	240	TS \$0.52	\$124.80	\$1,976	
Phase I ESA Mileage Phase I	IF AUTHORIZED Miles	240	TS \$0.52	\$124.80 \$124.80	\$1,976	
Phase I ESA Mileage	IF AUTHORIZED Miles	240 Sub	\$0.52 total	\$124.80 \$124.80 \$125	\$1,976	
Phase I ESA Mileage Phase I Mussel Survey/Relocation	IF AUTHORIZED Miles ESA Total:	240 Sub	\$0.52	\$124.80 \$124.80 \$125	\$1,976	
Phase I ESA Mileage Phase I Mussel Survey/Relocation	IF AUTHORIZED Miles ESA Total:	240 Sub	\$0.52 total	\$124.80 \$124.80 \$125	\$1,976	
Phase I ESA Mileage Phase I Mussel Survey/Relocation Mileage	IF AUTHORIZED Miles ESA Total:	240 Sub 240 Sub	\$0.52 total \$0.52 total	\$124.80 \$124.80 \$124.80 \$124.80	\$1,976	



Section 6: Sub-Consultant OR Colan Fee Proposal



February 6, 2017

Edward D. Kagel, PE EMH&T 5500 New Albany Road Columbus, Ohio 43054

RE: Right of Way Appraisal/Acquisition Services

Cost Proposal MED - Guilford Blvd Bridge

Dear Mr. Kagel:

Per your request, O.R. Colan Associates (ORC) is pleased to provide a cost proposal to perform right of way appraisal/acquisition services for the **MED-Guilford Blvd Bridge replacement project**. Based upon discussion, ORC will provide a Cost Estimate, Work Plan, Title Report, Appraisal (VA), Acquisition, Closing and Project Management for one (1) estimated parcel as identified in you provided Culvert Exhibit. It is our understanding that the parcel owned by the City of Medina will be completely handled by the City however, we have also included fees should you require appraisal/acquisition services for that property as well.

Our price proposal is presented on a "per task/per parcel" basis. We have additionally included "if authorized" items. Should additional services require a change or any of these services in the future, we will adjust our fees and services accordingly. It should be noted that the appraisal task is our best estimate of appraisal formats at this time and the appraisal formats and associated fees may be subject to change once discussions take place with the assigned review appraiser once final project design is completed.

If you have any questions or require further information, please do not hesitate to contact me at (419) 355-9600. I look forward to the opportunity to assist EMH&T on this project.

Respectfully,

Kimberly Allensworth Project Manager

Dembries Monowatth

KLA Copy: File

R/W SERVICES COST PROPOSAL

Project: MED- Guilford Blvd. Bridge ODOT PID No.: 101819

Pay Item	Type of Unit	Number of Units	Fee Per Unit	Total Amount
1. Title ¹				
a. 42 year - Based on one (1) Auditor's Permanent Parcel Number	Parcel	1	\$650	\$650
b. Railroad, Transit or Public Agency	Parcel	0		\$0
2. Appraisal				
a. Right of Way Cost Estimate/Work Plan	Each	1	\$550	\$550
b. Appraisal Scoping Meeting- if required	Each	0	\$450	\$0
c. Summary Narrative - Complex	Parcel	0		\$0
d. Summary Narrative - Non Complex	Parcel	0		\$0
e. Value Finding	Parcel	0		\$0
f. Value Analysis	Parcel	1	\$800	\$800
	att a second			
3. Acquisition ²				14
a. Negotiation - for WD/Temporary Easement	Parcel	1	\$1,750	\$1,750
b. RE 95/RE 56 - if authorized	Parcel	0	\$350	\$0
c. Bill of Sale - if authorized	Parcel	0	\$1,500	\$0
4. Closing & Title Update ³				
a. Informal (includes preparing forms and mail out)	Parcel	0		\$0
b. Formal (includes preparing forms RE 30, 31, 44, 45 &57 etc.)	Parcel	1	\$650	\$650
c. Title Update for appropriation - if authorized	Parcel	0	\$300	\$0
d. Mortgage Release - if required/authorized	Parcel	0	\$400	\$0
		TO BE STORE OF THE		
5. Relocation Assistance ²				
a. Pre-Acquisition Survey	Parcel	0		\$0
b. Residential	Parcel	0		\$0
c. Commercial	Parcel	0		\$0
d. Landlord	Parcel	0		\$0
e. Personal Property Move	Parcel	0		\$0
6. Project Administration ²	Parcel	0	\$800	\$800
TOTAL				\$5,200

A) Billing Terms for Acquisition, Relocation & Project Administration Tasks

Acquisition-Task will be billed for each parcel @ 50% of its fee once this milestone is met: Relocation-Task will be billed for each parcel @ 50% of its fee once this milestone is met: Project Administration - Task will be billed for each parcel at the following percentages

Offer Presented Offer Presented

per each milestone completed:

Titles/Appraisals
 Acquisition/Relocation
 Closing
 50%
 25%

- B) Recording Fees will be invoiced as actual cost to the project as set by the Medina County Recorder's Office (County receipts provided)
- 3d) Mortgage Release fee will be invoiced as actual cost to the project as pre-approved by the City of Medina. Assume an average of one (1) release per parcel. If additional releases are required, Consultant reserves the right to request additional compensation to secure these added releases.

Pay Item	Type of Unit	Number of Units	Fee Per Unit	Total Amount
Miscellaneous Item B - ESTIMATED Recording Costs	Per instrument	2	\$80	\$240
f Authorized (items 2b, 3b, 3c, 4c and 4d listed above)	see above			\$3,000
f Authorized for additional temporary easement appraisal/acquisition/closing/pm and recording fees for City of Medina property	see above	9		\$4,730
TOTAL				\$7,970

EMH&T

MED – Guilford Blvd Bridge replacement PID 101819 Real Estate Acquisition/Right-of-Way Clearance Scope of Services

DEFINITIONS AND DESCRIPTIONS OF DUTIES TO BE PERFORMED

<u>Local Public Agency</u> - References to "Local Public Agency" in this Scope of Services shall mean the City of Medina.

<u>Design Consultant</u> – References to "Design Consultant" in this Scope of Services shall mean EMH&T.

<u>Consultant</u> – References to "Consultant" in this Scope of Services shall mean the right of way acquisition consultant, O. R. Colan Associates, LLC.

<u>Standards</u> – For the purposes of preparing this Scope of Services and Cost Proposal, the Consultant will follow accepted real estate acquisition standards that are in compliance with the Ohio Revised Code and Ohio Administrative Code and ODOT Policies and Procedures.

TITLES:

<u>Title Research</u> - All title research activities will be the responsibility of the Consultant. Title activities include the following:

- The Consultant will charge one parcel for each Auditor Parcel impacted by the project. The Auditor parcel count may differ from Project parcel count.
- Preparation of Report on ODOT Form LPA RE 46 (Title Report) and LPA RE 46-1 (Chain of Title). A title report will be completed for each common ownership which may contain multiple Auditor Parcel Numbers (APN's).
- Consultant will be responsible for a 42-year minimum title search back to a
 warranty deed for all parcel numbers; except railroad parcels. The root of Title for
 a Railroad is the deed of conveyance providing evidence of when a private owner
 conveyed the tract of real estate to the railroad for the area impacted by the
 project.
 - o If during the title search the consultant determines that auditor parcels have more than five (5) fractional interests, or more than 10 (ten) active liens associated with the parcel, or more than ten (10) easements per title report; the Consultant reserves the right to request additional funds through a contract modification for the additional research required beyond a typical report.

The following will be completed as part of the standard title research:

- Complete copy of the current deed of record and additional deeds vesting fee simple title in the current owner, copies of all deeds in chain of title together with a copy of the root deed of title;
- Copy of Auditor's card showing land and improvement values;

- Tax mailing address;
- Copy of taxes for each auditor's parcel number and payment status;
- Copies of mortgages, mortgage assignments, tax liens, judgment liens, workers compensation liens, unemployment liens and other liens that encumber each auditor's parcel number that is subject of the title report;
- Copies of leases (in the case of Oil and Gas Leases no search will performed on the assignment of various lease interest);
- Copies of easements and rights of way found within the time frame searched, or referenced on current documents found;
- Copies of subdivision plats, annexation plats, splits and combines of property (only provided if they indicate easements or restrictions on the subject parcel);
- Docket entries for pending suits;
- Corporate Documents (if applicable and available on the Secretary of State's website);
- Auditor's Tax Maps (If Available);
- One original written title report to include the title report, the title chain and all
 pertinent attachments. The paper copy shall have the original signature of the
 title agent in the verification block.
- One (1) hard copy of the original title report with all the attachments will be provided and one PDF of each Title Report(s).

The following research is not part of the Title Report and will not be provided:

- Subdivision plats, annexation plats, split plats and combine plats not showing easements or restrictions;
- Search or chain of Oil & Gas lease assignments or mineral rights, reserved or conveyed out.

COST ESTIMATE/WORK PLAN:

Upon authorization by Design Consultant, a project time line and workplan will be completed by ORC utilizing the ODOT RE 101 form to include the dates in which all phases of acquisition will be completed. The ODOT PDP will also be completed by ORC to include right of way acquisition and labor costs.

APPRAISALS:

Value Analysis (Low Value compensation of \$10,000 or less - Waiver of Appraisal)—The appraisal function will be consistent with The Uniform Standards of Professional Appraisal Practice USPAP and the State DOT Policy & Procedures, FAA, FEMA, The Uniform Appraisal Standards for Federal Land Acquisitions "Yellow Book" and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 "Uniform Act". The appraisal formats and associated fees are subject to change once final plans are provided and/or if the scoping of the project is completed with the appraisal reviewer and it is determined a different appraisal format is required.

<u>Appraisal/Appraisal Updates</u> – The Consultant will be responsible for all appraisal activities. All valuation activities will be done in accordance with USPAP appraisal standards and the appropriate *DOT Policy and Procedures Manual*, unless otherwise directed by the Local Public Agency. Appraisal and Appraisal updates will be the responsibility of the Consultant. Any appraisal update or revision will require prior approval from the client at the consultant's negotiated fee.

<u>Appraisal Reviews</u> – The Appraisal Review process is required if either: (1) directed by the Local Public Agency or (2) State or Federal funds are used on any phase of this project. Review appraisers are not part of Appraisal Scope of Services and this price proposal does not include fees for a Review Appraiser. Scope meeting fees, if required, have been provided as an if authorized item as stated in the proposal.

The Appraisal Review process is considered necessary and a required element when State or Federal funding is provided. The appraisal review quote implies one review per parcel. Should more than one appraisal per parcel be necessary resulting from plan changes, multiple reviews of the same appraisal report, etc. then ORC may seek additional compensation for additional appraisal services.

Continued Appraisal Support – A certain level of continued appraisal support is included during the negotiation process in order to explain a complicated appraisal process or to answer a simple question. This is implied in the scope as an effort to aid the negotiating team. However should a significant block of time be required to be set aside to answer issues or prepare additional documentation, not otherwise requested in the appraisal review process, the appraiser retains the right to submit a contract modification for additional time and expenses accrued outside the limits of the original appraisal scope.

<u>Sign Value Estimates</u> – When acquiring right of way, especially within a commercial corridor it becomes necessary to provide a sign valuation estimate. This task is generally provided by someone experienced in the field of sign valuation and comes at an additional cost. If it is determined that a sign is to be included within the VA, ORC reserves the right to obtain additional fees if an estimate for sign valuation is required from an outside professional should it be required from the review appraiser.

ACQUISITION:

<u>Preparation of Individual Parcel Files</u> – The Consultant shall be responsible for the assemblage and maintenance of all acquisition files. All files will be maintained in accordance with the ODOT Real Estate *Policy and Procedures Manual* and as directed by the Local Public Agency.

Negotiations — The Consultant will be responsible for all negotiation activities. All negotiation activities will be done in accordance with the ODOT Real Estate *Policy and Procedures Manual* Section 5000 et seq., unless otherwise directed by the Local Public Agency. Consultant is responsible for the preparation and distribution of the Notification Letters and Brochures; and the preparation and distribution of Offer Letters. During negotiations, the Consultant shall supply the fee owner with a copy of the applicable Appraisal or Value Analysis. Consultant will prepare and supply a Local Public Agency approved Brochure or ODOT Brochure, as directed by the Local Public Agency. Consultant will complete a maximum of ten (10) contacts (face to face meetings, phone calls, faxes, mail, and/or e-mails) per acquisition parcel within a sixty (60) day period from the date of the Initial Offer, in order to secure the parcel. All contacts will be logged in the Acquisition Agent's notes, as part of the parcel file records. Should the Local Public Agency wish to extend negotiations beyond ten (10) contacts or beyond a sixty (60) day period, Consultant reserves the right to request a contract modification for additional Negotiation labor fee(s) with the affected property owner(s).

Property Inventory Classification — One of the early items of work will be the preparation of a Property Inventory Classification (typically using Ohio Department of Transportation (ODOT) Form RE-95/RE56), if needed for specific parcels on this project. This will identify signs, fences, light poles, etc... being removed as part of the project, which are located in the Warranty Deed (WD), Permanent Easement and Temporary Easement areas. This form will establish ownership of these items and identify which improvements are real property and which are personal property. These forms will be provided to the appraiser(s) so that the owners/tenants are accurately compensated for their site improvements. The Consultant has included an "if authorized" item for one (1) RE-95/RE56 form if needed on the project if needed. If additional RE-95's are required, an additional fee will be charged to perform this work.

<u>Bill of Sale</u> – Bill of sale parcels are encountered when a third party (or more) owns the improvement(s) in the take area. As such, a Bill of Sale parcel is treated as a separation negotiation with the owner(s) of the improvement(s) and a separate negotiating fee is provided for in the Cost Proposal for each owner of an improvement Bill of Sale parcels require the completion of ODOT Forms RE 56, RE 68 and RE 69, per ODOT *Policy and Procedures*. The Consultant has included an "if authorized" item for one (1) Bill of Sale parcel on this project if needed. If additional BS parcels are required, an additional fee will be charged to perform this work.

<u>Legal Descriptions</u> – Legal Descriptions will be supplied by the Design Consultant and should be approved by the applicable County(s). It is the responsibility of the Design Consultant to review their Legal Descriptions to ensure they match up with the right of way & Construction Plans. The Design Consultant shall secure "pre-approved" legal descriptions with the applicable County(s) where appropriate and whenever possible. Consultant reserves the right to request a contract modification if multiple revisions are required with the provided Legal Descriptions.

<u>Legal (Conveyance) Instruments</u> – Legal (Conveyance) Instruments will be provided by the Local Public Agency. In the absence of the Local Public Agency providing their own Instruments, the Consultant will use ODOT's LPA instruments; with the understanding that they will be reviewed and approved by the Local Public Agency's legal counsel prior to use on this project.

CLOSING & TITLE UPDATE:

<u>Closings</u> – All closing activities are to be the responsibility of the Consultant. Closing activities include the following:

- Title Update
- Preparation of ODOT Form RE-57 and submission of the completed form to the County Auditor's Office for determination of pro-rated taxes and unpaid assessments;
- Preparation of mortgage and lien releases, if required and if authorized;
- Securing of said releases on encumbered property from the property owners or the mortgage/lien holders;
- Conducting of closings and the disbursement and collecting of monies as required;
- Assisting the property owner in the execution of required instruments and forms, including but not limited to the LPA <u>Closing & Settlement Statement (RE-44/44-1) and</u> LPA Affidavit by Seller (RE-45);

- Securing the necessary approvals from required local agencies to permit the transfer of ownership of property rights in the County Auditor's Office;
- · Recording the instruments and releases with the County Recorder's Office;
- · Depositing the pro-rated taxes with the required County office and obtaining a receipt;
- Monitoring the property owner for compliance with performance withholding requirements on non-structure parcels involving retention of signs, etc.; Paying owner(s) and securing receipt upon property owners' compliance with requirements

The Local Public Agency will be responsible for the following:

- Completing and submitting to the specific County offices the tax exemptions (DTE 23 Forms);
- The Local Public Agency will be responsible for payment of any taxes from the date of deed transfer to obtaining tax exemption status

<u>Title Updates</u> – Consultant will be responsible to provide one (1) title update per parcel prior to closing a parcel. If additional title updates are required, by the Local Public Agency, an additional title update fee will be charged to complete this work.

Mortgage Releases – Consultant will be responsible to secure Mortgage Releases for parcels with compensation in excess of \$25,000; which includes contacting, providing documents and continued coordination with the Lending Institution(s) or Lien Holder(s). The Consultant has included one (1) mortgage and/or lien releases on the project if required and if authorized. If additional releases are required beyond the estimated number of releases provided for in this proposal, an additional fee will be charged to perform this work, with approval of the Local Public Agency. Mortgage Release fees may be charged by the Lending Institution. All charges ORC incurs for lender fees will be invoiced as actual costs to the project, and will be pre-approved by the Local Public Agency.

PROJECT ADMINISTRATION:

<u>Project Mobilization Meeting</u> – A Project Mobilization Meeting is held to introduce each other and to clarify any questions relating to project scope. A Project Mobilization Meeting will outline contact persons and communication protocol. At this meeting, all issues related to the specific job and its division of responsibilities will be resolved.

<u>Project Timeline</u> – A Project Timeline will be submitted by the Consultant. It will indicate the critical path of the project as it relates to overall project development.

Administrative Reviews – The Local Public Agency shall be the primary contact for settlement authority requested by the Consultant for administrative reviews. All requests for administrative reviews shall be in writing and shall contain all appropriate documentation to support a request. A recommendation will be provided by the Consultant. The Consultant shall have the authority to approve Administrative Reviews up to \$1,000.00 over the original offer (the established fair market value estimate) per ODOT *Policies and Procedures Manual*. Inter-agency coordination, if required, for this task will be performed by the Consultant to secure all approvals and signatures on Administrative Settlements.

<u>Appropriation Coordination</u> – The Local Public Agency's legal counsel or other official as designated by the Local Public Agency shall be the primary contact for all appropriation coordination activities. Upon receipt of the appropriation billing package from the Consultant, the Local Public Agency will be responsible for filing in the appropriate court of law. The Local Public Agency will file the DTE 23 upon receipt of a final court entry.

This Scope of Service and Cost Proposal provides for the preparation of the appropriation package only. Follow-up meetings during or after the filing process (after the parcel has been submitted for appropriation and the Local Public Agency directs the Consultant to re-enter into negotiations); mediation hearings, court deposition and testimony, or assisting legal counsel is not included with this Scope and Fee. However, these services can be provided by the Consultant if a scope and fee can be mutually agreed upon between the Local Public Agency and the Consultant.

Billing – Complete billing packages (signed parcels or appropriations) shall be submitted to the Local Public Agency for processing. Billing package contents will be consistent with the particular section of the ODOT *Policies and Procedures Manual* being utilized. All forms/negotiator and relocation notes must be typed or computer generated. Specific items of information to be included in the billing package will be defined during the Project Mobilization meeting. All billing requests will be reviewed and warrants processed by appropriate Local Public Agency personnel. Deficient packages returned to the Consultant for correction shall be completed and returned to the Local Public Agency within ten (10) business days. In the case of signed parcels, the warrant shall be prepared by the Local Public Agency and then forwarded to the Consultant for payment to the owner(s). In the case of appropriations, the warrant will be forwarded to the Local Public Agency's legal counsel to be placed on deposit with the Court. In all cases, the Local Public Agency will prepare the 1099-S forms, in conjunction with the processing of the warrants to pay each property owner.

<u>Project Status Reports</u> – The Consultant shall provide a monthly status report to the Local Public Agency and the Design Consultant on a form acceptable to the Local Public Agency. The status report shall be a stand-alone document indicating the current acquisition status of the project.

<u>Project Meetings</u> – The Consultant will provide phone conference meetings with the Local Public Agency personnel once per month after the Project Mobilization Meeting to discuss project status.

<u>Final File Disposition</u> – Upon receipt of recorded instruments for signed parcels or the filing of an appropriation case, the Consultant shall submit the individual parcel file(s) to the Local Public Agency; either individually or at the end of the project during the project closeout.

<u>Invoicing by Consultant</u> – Consultant shall invoice the Design Consultant on a monthly basis for labor and expenses based on position rates provided in fee proposal.

<u>Utility Coordination Process</u> – The utility service providers will work with the Design Consultant to identify specific utility relocation needs critical to the advancement and completion of the project. Utility coordination is the responsibility of the Design Consultant or other third party, and is not part of this Scope of Services.

RESPONSIBILITY OF THE CONSULTANT

The Consultant shall be responsible for the following acquisition services under the Scope of Services for this project:

- Property Inventory Classifications (ODOT Form RE-95/RE-56), if required and if authorized
- Title Research
- Preparation of Individual Parcel Files
- · Appraisal Scope meeting, if authorized
- Value Analysis and Appraisals/Updates, if authorized
- All Phases of Acquisition (Negotiations) including all necessary written correspondence to owners (Notification Letters, Offer Letters, etc...)
- Preparation of Billing Packages
- Closings/Title Updates
- Project Administration
- Project Status Reports One Monthly Submittal
- Project Certification to the Local Public Agency
- Final File Disposition

RESPONSIBILITY OF THE LOCAL PUBLIC AGENCY

The Local Public Agency shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Project Authorization
- Encumbrances
- Administrative Reviews
- Appropriation Coordination
- Billings for Owner Settlement Checks or Checks for Deposit in Court
- The Local Public Agency will file the DTE 23 upon receipt of a final recorded document or final court entry
- Payment of taxes, if any, after deed transfer and proration of taxes
- Completion of IRS Form 1099-S

RESPONSIBILITY OF THE DESIGN CONSULTANT

The Design Consultant shall be responsible for the following acquisition activities under the Scope of Services for this project:

- Highway Construction and Right-of-Way Plans showing the properties to be acquired, and all currently available information relative to the parcels to be acquired
- Preparation of Legal Descriptions
- Pre-approval of Legal Descriptions with specific County(s) (if applicable)
- Labor & Expense payments to the Consultant

<u>Reference Documents</u> – Applicable provisions of the following documents shall be incorporated by reference into this Scope of Service:

- The Ohio Revised Code (including but not limited to Chapter 163)
- The Ohio Administrative Code
- USPAP



Section 6: Sub-Consultant S&ME Fee Proposal



February 6, 2017

EMH&T, Inc. 5500 New Albany Road Columbus, OH 43054

Attention:

Mr. Edward Kagel, P.E.

Reference:

Proposal - Geotechnical Exploration

MED-Guilford Boulevard Culvert Replacement

City of Medina, Medina County, Ohio S&ME Proposal No. 11-17-00037

Mr. Kagel:

S&ME, Inc. (S&ME) is pleased to be given this opportunity by EMH&T, Inc. (EMHT) to submit this proposal for performing a Geotechnical Exploration for the above referenced culvert replacement project in the City of Medina, Medina County, Ohio. The proposal describes our understanding of the project, outlines our approach, and presents a schedule and proposed fee for these services.

Project Description

Based on information provided for this project in your February 1, 2017, email, we understand that the existing MED-Guilford Boulevard structure consists of twin metal pipe arches (15'-8" X 9'-7") that have previously been repaired with additional pipes. The existing pipes are proposed to be replaced, likely with either a precast concrete box culvert or an aluminum arch. The horizontal and vertical alignments of Guilford Boulevard are to remain unchanged. The structure carries Guilford Boulevard over Champion Creek in Medina, Ohio. There is an existing City of Medina park located east of Guilford Boulevard. A review of existing elevation information from Google earth® indicates that the road surface may be around El. 1030 and the stream may be around El. 1014 to 1017.

S&ME understands that this Geotechnical Exploration is required to be performed in accordance with the current ODOT Specifications for Geotechnical Investigations (SGE), and that preparation of ODOT Structure Foundation Exploration plan sheets are required.

Site Geology

Published ODNR mapping indicates that this site is located in the Killbuck-Glaciated Pittsburgh Plateau Physiographic Region of the state near the Allegheny Escarpment and is underlain by glacial moraine deposits consisting predominately of clayey till. The uppermost bedrock at this site is located at a depth around 100 feet or more and consists of interbedded sandstone and shale of the undivided Logan and Cuyahoga formations of Mississippian age.



Proposal - Geotechnical Exploration MED-Guilford Boulevard Culvert Replacement

City of Medina, Medina County, Ohio S&ME Proposal No. 11-17-00037

Scope Of Services – Geotechnical Exploration

SGE guidelines for culverts require a minimum of two (2) borings extended to a minimum depth of 20 feet of 20 blow count material below foundation bearing elevation. In an effort to reduce costs that may be associated with temporary lay backs/excavations and MOT during construction, S&ME is proposing a third boring to obtain additional soils information for the existing embankments. Therefore, based on the proposed replacement structure type and size, along with the anticipated subsurface conditions, S&ME proposes to perform an exploration program consisting of three (3) borings as follows:

- B-001-0-17 locate in southbound Guilford, extend to 20 feet, use to determine soil conditions in
 existing embankment to be able to develop temporary lay back/excavation recommendations for
 construction;
- B-001-1-17 locate in Roscoe Ewing Park, extend to a depth of 35 feet, use to determine foundation bearing conditions for the replacement structure and to obtain scour information; and,
- B-002-0-17 locate in southbound Guilford, extend to 50 feet, use to determine foundation bearing conditions for the replacement structure and to obtain scour information.

Basic laboratory identification and index tests will be performed on selected samples, and a report will be prepared which provides geotechnical recommendations for use by EMHT during their LRFD foundation design. In addition, ODOT Structure Foundation Exploration plan sheets will be prepared.

Field Work

Because there appear to be existing overhead utilities running along the east side (northbound) of Guilford Boulevard, S&ME proposes to locate two (2) of the borings within the existing southbound lane of Guilford Boulevard. The third boring is proposed to be located within the existing Roscoe Ewing Park as near as practical to the east end of the existing structure.

S&ME personnel will select and mark the location of the borings in the field, and will obtain the approximate location of the borings using measurements to existing features or a hand-held GPS unit. The ground surface elevations at the boring locations will be estimated using topographic mapping information provided by your office or from readily available Auditor, Google Earth®, or USGS mapping. Alternately, if the site is surveyed during the time of our investigation, S&ME requests that the exact locations and ground surface elevations at the boring locations be surveyed for inclusion in our report.

Once the boring locations are marked in the field and at least 48 hours prior to commencing drilling operations, S&ME will contact the Ohio Utility Protection Service (OUPS). S&ME also requests that EMHT and the City of Medina advise S&ME of the locations of known or suspected underground features or utilities which could affect our services. If necessary, S&ME will apply for a permit from the City of Medina to perform this work within the limits of the right-of-way and park; however, our proposed fee has considered that there will be no fee associated with obtaining any required right-of-way occupancy permit, and that the permit will not restrict daylight working hours.

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Proposal - Geotechnical Exploration MED-Guilford Boulevard Culvert Replacement

City of Medina, Medina County, Ohio S&ME Proposal No. 11-17-00037

Based on available aerial photos and information provided by EMHT, S&ME understands Guilford Boulevard has reinforced concrete pavement. S&ME has included provisions to core through the existing pavement at the boring locations with portable coring equipment.

As the locations of the proposed borings on Guilford Boulevard is anticipated to require the drilling rig to be at least partially within the limits of the pavement, S&ME has included the cost for signs, cones, and flaggers for traffic control in accordance with TA-10 of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD). If, however, the City of Medina would be able to provide the TA-10 signage and 2 flaggers, the cost of our investigation may be reduced.

The northern of the two borings on Guilford Boulevard will be performed to evaluate the composition of the existing embankment, scour zone, and structure foundation conditions and is proposed to extend to a maximum depth of 50 feet. The southern boring on Guilford Boulevard is proposed to evaluate the composition of the existing embankment on the opposite side of the existing structure. This boring is proposed to extend to a depth of 20 feet to overlap slightly with the third boring. The third boring in the park is proposed for evaluating scour potential and structure foundation conditions with a proposed depth of 35 feet below the existing ground surface.

The borings will be advanced to their proposed depth, or until auger refusal is encountered. Soil sampling will be attempted at 5-foot intervals above the approximate stream bed elevation, continuously in the 6 feet below the approximate stream bed elevation, 2½-foot intervals to a depth of 20 feet below the anticipated foundation elevation, and at 5-foot intervals thereafter. This proposal considers that the ODOT SGE (E2a) required 20 feet of 20 blow material will be encountered within the proposed depth for the deeper structure borings. If 20 feet of 20 blow material is not encountered, additional drilling may be required. No bedrock coring or undisturbed sampling is planned. Upon completion of drilling, water level measurements will be made and the borings will be backfilled or sealed in accordance with Appendix F of the ODOT SGE. The existing pavement surface will be patched with an equivalent thickness of quick set concrete.

S&ME will arrange to have the borings performed using a drill rig mounted on an All-Terrain-Vehicle (ATV) chassis, and our personnel will perform the following duties: 1) recommend drilling and sampling procedures depending on the conditions being encountered; 2) visually identify recovered samples and prepare a log of each boring; 3) preserve samples in airtight glass jars for transportation to our laboratory; 4) make seepage and groundwater observations; 5) make hand-penetrometer measurements in samples exhibiting cohesion; and, 6) provide close liaison between the field work and the Soils Engineer so that the exploratory program can be modified in the event that unusual or unexpected conditions are encountered. Soil samples will be transported to our laboratory in Cleveland, Ohio for further identification and testing.

Laboratory

In the laboratory, a testing program will be assigned and supervised by a Professional Engineer. Moisture content testing will be performed on all recovered samples as required by ODOT SGE. Grain size analyses will be performed on the samples from the continuously sampled scour zone below the existing stream bed. Additional basic index testing including Atterberg limits and grain size analyses will be performed on selected samples. The results of these tests will provide information for accurate identification and

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classification of the soils and also for an approximation of their strength and consolidation characteristics by comparison to existing data.

Report

Field information and the results of the laboratory testing program will provide the basis for analyses and recommendations which will be submitted in an engineering report. The engineering report will address the following items:

- Descriptions of the site, the field work, general subsurface conditions, and existing pavement thickness measurements;
- Descriptions of drilling and sampling procedures;
- Groundwater observations made during drilling operations;
- Recommendations for site preparation and new fill placement;
- LRFD foundation recommendations for support of the structure;
- Discussion of lateral earth pressures acting on the proposed structure or any head- or wingwalls;
- Discussion of alternatives for temporary excavations and soil design parameters for design of temporary shoring by others;
- Anticipation and management of the impact of the groundwater on construction activity and the proposed replacement structure; and,
- An Appendix which will include a plan of borings, logs of the borings, laboratory test results, OGE Checklists for appropriate design items, and any supporting calculations or other pertinent information.

In accordance with the current ODOT SGE, S&ME will initially submit a "draft" Structure Foundation Exploration report. Electronic copies of this report will be submitted to EMHT for forwarding to the ODOT District Geotechnical Engineer (DGE) for review. Following the receipt of all review comments, S&ME will then prepare a final Structure Foundation Exploration report. Hard copies of the report will be submitted, if requested.

Once we have been provided with plan and profile drawings for the approved structure, S&ME will prepare Structure Foundation Exploration report plan sheets in accordance with ODOT *SGE* requirements. S&ME has considered that the plan and profile information necessary to prepare these report sheets will be provided by EMHT in MicroStation® format.

Excluded Services

This proposal does not include surveying the boring locations, bedrock coring, providing geotechnical recommendations for extended foundations, or providing design of temporary sheeting, shoring, or dewatering systems. A discussion on temporary excavation will be included, along with soil parameters for design of temporary shoring by others. S&ME has only included effort associated with providing analysis and recommendations for one type of shallow foundation for the replacement structure. Performing analyses for multiple structure types, alternative foundation systems such as deep foundations, lateral load analyses, or sheeting/retaining structure design is beyond the scope of this exploration program. Addressing multiple rounds of comments is not included in the scope of this exploration. Considering the

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minimal length of anticipated pavement replacement, subgrade sampling and sulfate testing are not included the S&ME proposed scope.

This proposal has also anticipated that the proposed boring locations may be accessed by an ATV-mounted drilling rig without the assistance of a bulldozer. S&ME will take reasonable precautions to limit possible damage which results from the normal prosecution of the field work; however, we have not included any time or materials for the repair of damage from the normal execution of our field work. Where borings are advanced through existing pavement, the pavement surface at the boring location will be patched with an equivalent thickness of quick set concrete.

The investigation will be performed to provide geotechnical recommendations only. The scope of work does not address environmental issues that may be present on the site. If environmental issues are brought to our attention or are encountered during the course of our field work, we will discuss how to proceed with field work and any associated additional costs.

Our fee includes discussion and interpretation of our findings with other members of the design team, but does not include attending meetings concerning construction or changes in design. The fee also does not include review of construction documents such as plans and specifications. If desired, we would be pleased to provide unit price estimates for these additional services.

Client Responsibilities

The Scope of Services, schedule, and fee presented herein are contingent upon the client fulfilling the following responsibilities:

- Advise S&ME of the locations of any known or suspected underground utilities, structures or conflicts at this site.
- In the event that private property owner notification becomes necessary, this proposal considers that that this will be performed for S&ME by others, and that S&ME will be provided with copies of notification letters sent to private property owners prior to commencement of any field work.
- Provide surveyed location and ground surface elevation at the borings to S&ME shortly following the completion of the drilling program;
- Perform a scour analysis and provide the results to S&ME;
- Provide all necessary plan, profile, and topographic information needed by S&ME for preparation of the Geotechnical Exploration report; and,
- Provide S&ME with the MicroStation® files and basemaps needed to prepare the Structure Foundation Exploration report plan sheets at least 3 weeks prior to the desired submittal date.

Schedule and Cost

S&ME will commence with the planning, permitting, and utility clearance for the Structure Foundation Exploration upon receiving formal notice to proceed and all necessary plan and profile information. Assuming that the preliminary plan information needed to select boring locations is available at the time of receiving authorization to proceed, and assuming that all required permits are received within approximately 1 week, an estimated time line for this investigation is presented as follows:

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Week 1

- Select and field mark boring locations, then file/wait for permit

Week 1-2

- Schedule utility clearance and temporary maintenance of traffic

Week 2

- Perform field work (2 days of drilling anticipated)

Week 3-4

- Complete laboratory testing

♦ Week 5-6

- Data Reduction/Analyses/Recommendations/Text Report Preparation

Preliminary verbal information will be available shortly after completion of the field work. The "final" Structure Foundation Exploration report will be prepared and submitted following receipt of all comments on the "draft" report and the plan sheets will be prepared and submitted after receiving the necessary MicroStation® files of the approved replacement structure.

S&ME proposes to perform the proposed Geotechnical Exploration as outlined in this document, for a **Cost-Plus-Net Fee Total** of **\$17,896**. If, however, appropriate traffic control devices and flaggers may be supplied by City of Medina personnel, the cost of this exploration program may be reduced by \$1,000, to \$16,896.

The fees quoted in this proposal are valid for a period of 3 months after the submittal date. After that time, S&ME reserves the right to modify the fee as necessary. Invoices will be submitted monthly and will be payable within 30 days of receipt.

Unexpected conditions encountered during the exploration program might suggest the need for additional work; however, we will not undertake any such work without first discussing the conditions with and obtaining authorization from your office.

Use Of Proposal/Report

S&ME intends to provide the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME, Inc. Use of this proposal and corresponding final report is limited to above-referenced project and Client. No other use is authorized by S&ME, Inc.

February 6, 2017 6



Proposal - Geotechnical Exploration MED-Guilford Boulevard Culvert Replacement

City of Medina, Medina County, Ohio S&ME Proposal No. 11-17-00037

+4+

Authorization

S&ME will perform the work in accordance with the terms and conditions of our most recent negotiated Master Services Agreement between S&ME, Inc. and EMH&T, Inc. Please indicate your acceptance of our proposal by issuing a Task Order to the MSA referencing this proposal. We will then proceed with the performance of the services upon having a fully executed agreement.

S&ME, Inc. appreciates the opportunity to submit this proposal and we look forward to working with you on this project. If you have any questions concerning this proposal, or if additional information is required, please do not hesitate to contact us.

Respectfully,

S&ME, Inc. Dublin, Ohio

Nathan D. Abele, P.E.

Project Engineer/Project Manager

natury D. alea

Bethanie L. Meek, P.E.

Senior Engineer/Senior Reviewer

Betherie I neek

Attachments:

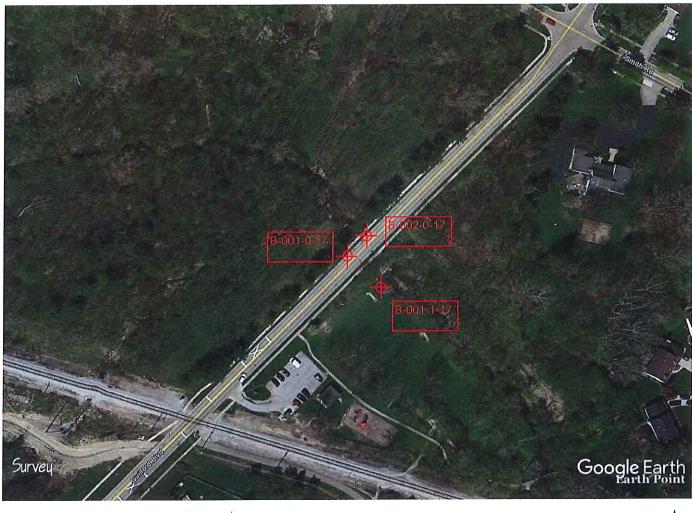
Conceptual Plan of Borings

Cost Estimate Spreadsheets (6 pages)

Submitted:

Email (ekagel@emht.com)





Google Earth feet meters

feet ______500 meters _____100

Conceptual Plan of Borings S&ME, Inc. MED-Guilford Boulevard 2/6/17



OHIO DEPARTMENT OF TRANSPORTATION

OFFICE OF GEOTECHNICAL ENGINEERING

PROPOSAL for the GEOTECHNICAL EXPLORATION

MED-Guilford Boulevard

101819

Replacement of existing metal pipe arches with either concrete box or aluminum arch.

S&ME, Inc.

Prepared By: Nathan D. Abele, P.E.

Date prepared: February 6, 2017

S&ME, Inc. 6190 Enterprise Court Dublin, OH 43016-3293

614-793-2226 nabele@smeinc.com

GEOTECHNICAL EXPLORATION PROPOSAL	RATION PROPOSAL		COST SUMMARY	MARY							
C/R/S:	MED-Guilford Boulevard					Overhead Percentage =	centage =			184.11%	
PID NO.:	101819					ODOT Statew	ide Percentaç	ODOT Statewide Percentage for Net Fee =	II	151.58%	
CONSULTANT:	S&ME, Inc.				_	Net Fee Percentage =	ntage =			11.00%	
DATE:	February 6, 2017					Cost of Money =	II			0.43%	
Table Perconnaiseance and prayments	Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total	Percent of Total Cost
RECONNAISSANCE AND FLAN Office Reconnaissance Field Reconnaissance Exploration Plan	בֿאַפ	\$39.00 \$0.00 \$33.33	∞ O 0	\$312 \$0 \$200	\$574 \$0 \$368	\$1 8 1.8	\$0	0\$	\$86 \$0 \$55	\$973 \$0 \$624	
	Subtotal	\$36.57	14	\$512	\$942	\$2	\$0	\$0	\$141	\$1,597	%6
FIELD COORDINATION Field Coordination Logging (if drilling is subcontracted)	sted)	\$34.73	₩ O	\$521	\$959	\$2	\$131	1	\$144	\$1,757	10%
	Subtotal	\$34.73 Avg. Rate	15	\$521	\$959	\$2	\$131		\$144	\$1,757	
FIELD EXPLORATION	Subtotal					,	10	0\$		\$5,944	33%
LABORATORY TESTING	Subtotal							0\$		\$2,322	13%
GEOTECHNICAL EXPLORATION REPORT Subgrade and Roadway Bridge	N REPORT	\$0.00	0.6	\$0	\$3 701	0\$	0%	0.9	0.6	\$ 80	
Other Structures (describe) Geohazard (describe)		\$0.00	00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	80	9 9 9 9 9 9		8 8	0\$ 0\$	\$0,2,0¢	
	Subtotal	\$32.95 Avg. Rate	61	\$2,010	\$3,701	\$	\$0	\$0	\$556	\$6,276	35%
GRAND TOTAL ALL PARTS	Total	\$33.81 Avg. Rate	06	\$3,043	\$5,602	\$13	\$131	0\$	\$841	\$17,896	Cost per foot \$170

GEOTECHNICAL EXPLORATION PROPOSAL	OSAL		LABOR HOURS	OURS							
C/R/S: MED-Guilford Boulevard	Oulevard				HOLIDI V DATES	Ų					
	onesara				Dersonnel Category	153 100007					
PID NO.: 101819					Manager, P.E.	A LORGIN		\$52.00			
CONSULTANT: S&ME, Inc.					Project Engineer, P.E. Staff Engineer	er, P.E.		\$45.50			
DATE: February 6, 2017	2				CADD Technician Field Supervisor Technician	cian or		\$26.60 \$27.00 \$20.16			
					Secretary			\$30.70			
	(40)	HOURS BY	HOURS BY PERSONNEL CATEGORY	CATEGORY							
Task		Manager	Project Engineer	Staff Engineer	CADD	Field	Technician	Geologist	Secretary	Total	Labor
RECONNAISSANCE AND PLANNING))				151601000	Secretary	cinoni	costs
Office Reconnaissance		- (7	5	0	0	0	0	0	∞	\$312
Exploration Plan		00	- 0	D 4	00	00	00	0 0	1 0	0 9	\$200
	Subtotal	-	က	o	0	0	0	c	~	11	CE12
FIELD COORDINATION			(1	7100
Logging (if drilling is subcontracted)		- 0	V 0	0	0 0	0 0	00	0 0	W C	12 c	\$521
		,	•	,			X			0	3
GEOTECHNICAL EXPLORATION REPORT	Subtotal	-	7	10	0	0	0	0	2	15	\$521
Subgrade and Roadway		0	0	0	0	0	0	0	0	0	O\$
Bridge		7	7	30	20	0	0	0	2	61	\$2,010
Orner Structures (describe) Geohazard (describe)		00	00	0 0	00	0 0	00	0 0	00	00	80
3	Subtotal	2	7	30	00	•	•				
				8	24	2	2		7	٥	\$2,010
LABOR TOTAL ALL PARTS	Total	4	12	49	20	0	0	0	5	90	\$3,043

GEOTECHNICAL EXPLORATION PROPOSAL FIELD EXPLORATION C/R/S: MED-Guilford Boulevard PID NO: 101819 CONSULTANT: S&ME. Inc. DATE: February 6, 2017 Task Unit Unit Cost Quantity Cost Task Description Mobilization/Demobilization 1 lump \$1,230.00 \$1,230 Getting the necessary equipment and personnel to and from the project site. Includes crew travel time and mileage to and from the site, at the start and upon completion. Mob - 1 X \$550, 65 mi X \$5.80, 2 hr X \$150 for 2nd day crew remob and to lay straw in park. Subtotal Describe each traffic control set-up, as referenced in the Ohio Manual of Uniform Traffic Control Devices, by the Typical Application No. Includes all flaggers, law enforcement, per-Traffic Maintenance Typical Application No. TA-10 1 days \$1,000.00 \$1,000 diem, mileage, and equipment and personnel to set-up, maintain, and tear down traffic control Typical Application No. zones days Railroad Traffic Control days \$0 \$1,000 Subtotal Subsurface Exploration Includes all necessary equipment, materials, and personnel to move equipment and crew between borings, set-up, drill, sample, supply water, perform visual descriptions of rock samples, prepare field logs, backfill borehole, and contain, preserve and transport samples. All drilling footage measured from the ground surface or the bottom of the body of water, as applicable. **Hand Sampling** ncludes all equipment and personnel to excavate, sample, log and backfill each hand Method Description ampling method \$0 feet Method Description feet Test Pits Includes all equipment and personnel to excavate, sample, log and backfill test pit Pavement/Bridge Deck Coring Includes all equipment, personnel, and material to core and patch pavement/bridge deck and Core Diameter 8 in. either handle or dispose of core. \$325.00 2 each \$650 Core Diameter in. each Truck/ATV/Trailer Mounted Rotary Drilling Includes all methods of rotary drilling on land, except skid rig Number of Drill Rig Days 2 days Total Soil Footage (ft) 53 ft/day Total Rock Footage (ft) 0 ft/day No Sampling \$9.00 \$0 5-ft SPT 62 feet \$13.50 \$837 2.5-ft SPT Continuous SPT 12 feet \$29.00 \$348 Undisturbed Samples \$0 Includes press, preservation, transport, and extraction, minimum 50% recovery each Rock Coring feet 105 feet \$7.00 \$735 Permanent Borehole Sealing Skid Drilling Number of Drill Rig Days days Total Soil Footage (ft) 0 ft/day Total Rock Footage (ft) 0 ft/day No Sampling \$0 5-ft SPT feet \$0 2.5-ft SPT feet \$0 Continuous SPT fee Undisturbed Samples each \$0 Includes press, preservation, transport, and extraction, minimum 50% recovery \$0 Rock Coring feet Permanent Borehole Sealing feet \$0 Barge Drilling Number of Drill Rig Days days 0 ft/day Total Soil Footage (ft) Total Rock Footage (ft) 0 ft/day 5-ft SP1 feet 2.5-ft SPT feet Continuous SPT Undisturbed Samples \$0 Includes press, preservation, transport, and extraction, minimum 50% recovery each Rock Coring feet Permanent Borehole Sealing feet 50 Includes all costs associated with barge drilling access (permits, spuds, safety equipment, boats, tugs, etc.) CPT, DCP, Geophysical, etc. Propose a daily rate to include all costs associated with days Other Exploratory Methods Method Description performing the described exploratory method. \$0 days Method Description days \$0 In-situ Testing Includes all mobilization/demobilization, equipment, material, labor, travel, per diem, calibration, and data reduction days \$0 days SO Installation/Reading of Geotechnical Instruments Excludes cost of drilling - present above. Includes all material and labor for installation Open Standpipe Piezometer feet \$0 \$0 Monitoring Well feet Inclinomete Misc (describe) neumatic or vibrating wire piezometers, strain gages, extensometers, TDR cable, etc. each Instrument Readings trips \$0 Includes all equipment, material, labor, travel, per diem, calibration, and data reduction Subtotal \$3,330 Direct Costs Drill Crew Meals and Lodging 2 man-night Other (Pavement Patching) 2 each \$35.00 \$70 Subtotal \$384 FIELD EXPLORATION TOTAL ALL PARTS Total \$5,944

GEOTECHI	GEOTECHNICAL EXPLORATION PROPOSAL		LABORATORY TESTING	ORY TEST	ING			
C/R/S:	MED-Guilford Boulevard							
PID NO.:	101819							
CONSULTAN	CONSULTANT: S&ME, Inc.							
DATE:	February 6, 2017							
	Test	Test Method	ethod	Ouantify	Unit	Unit Cost	Cost	Domode
Soil Testing	П			december	1	2000	1000	Nemarks
	Complete Classification	Multiple	Multiple	8	8 each	\$160	\$1,280	Includes Visual Description per SGE Section 602, T265, T88, T89, T90
	Water Content Test and Visual Description	T265	D2216	32	32 each	\$12	\$384	
	Ì	T88	D422	0	0 each	\$57	\$0	As modified per SGE Section 603.3
	Particle Size Analysis - Sieve and 2-hour Hydrometer	188	D422	9	6 each	\$88	\$528	As modified per SGE Section 603.3
		Tan	D4318	7 0	Z each	640	\$80	As modified per SGE Section 603.3
	by Loss on Ignition	T267	D2974) -	a doca	924	90	As modified per SGE Section 603.3
	1	T208	D2166	0	0 each	\$78	SOS	
	Unconsolidated-Undrained Triaxial Compression Test	T296	D2850	0	1 point	\$183	So	
	Consolidated-Undrained Triaxial Compression Test (with	1001	1011					
	pole pressure measurement)	1871	D4767	0	0 3 points	\$930	\$0	
	One-Dimensional Consolidation Test	T216	D2435	0	each	\$500	80	
	Specific Gravity Test	T100	D854	0	0 each	\$63	80	
	Direct Shear Test	T236	D3080	0	0 3 points	\$510	80	
	Sulfate Content in Soils, Colorimetric Method	ODOT S1122	NA	0	each	66\$	\$0	
	Misc. (identify test)			0			SO	Identify the test and test method for any tests not listed above
	Misc. (identify test)			c			9	State in the fact and the fact
							9	and identify the test and test method for any tests not listed above
					Subtotal		\$2,322	ŭ
Rock Testing								
	Unconfined Compressive Strength of Intact Rock Core Specimen	NA	D7012, Method C	0	each	\$96	0\$	
	Slake Durability of Shales and Similar Weak Rocks	NA	D4644	0	each	\$222	\$0	
	Determination of the Point Load Strength Index of Rock	NA	D5731	0	each	\$64	80	
	Elastic Moduli of Intact Rock Core Specimens in Uniaxial Compression	NA	D7012, Method D	0	each	\$229	\$0	
	Misc. (identify test)			0			80	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			\$0	Identify the test and test method for any tests not listed above
	Misc. (identify test)			0			\$0	
					Subtotal		9	
LABORATOR	LABORATORY TESTING TOTAL ALL PARTS				Total		\$2 322	
					Cent		46,044	

GEOTECHNICAL EXPLORATION PROPOSAL

DIRECT COSTS

C/R/S:

MED-Guilford Boulevard

PID NO.: 101819

CONSULTANT: S&ME, Inc.

DATE:

February 6, 2017

	Task	Quantity	Unit	Unit Cost	Cost
RECONNAIS	SANCE AND PLANNING			1 0	
	(describe)	0		\$0.00	\$0.00
	(describe)	0		\$0.00	\$0.00
	(describe)	0		\$0.00	\$0.00
				Subtotal	\$0.00
FIELD COOF	RDINATION				
Field Coord	lination				
	Meals and Lodging	0	day	\$0.00	\$0.00
	Mileage	60	mile	\$0.52	\$31.20
	Permits	0	each	\$0.00	\$0.00
	Dozer and Operator (site access and restoration)	0	hour	\$0.00	\$0.00
	Site Restoration (not including Dozer)	1	site	\$100.00	\$100.00
	Railroad Permits	0	each	\$0.00	\$0.00
	Other (describe)	0		\$0.00	\$0.00
	Other (describe)	0		\$0.00	\$0.00
				Subtotal	\$131.20
Logging (If	drilling is subcontracted)				
	Meals and Lodging	0	day	\$0.00	\$0.00
	Mileage	0	mile	\$0.52	\$0.00
	Other (describe)	0		\$0.00	\$0.00
				Subtotal	\$0.00
				Subtotal	\$131.20
GEOTECHNIC	CAL EXPLORATION REPORT				
	(describe)	0		\$0.00	\$0.00
	(describe)	0		\$0.00	\$0.00
				Subtotal	\$0.00
DIRECT COS	TS TOTAL ALL PARTS			Total	\$131.20



Section 8: Terms and Conditions EMH&T Contract Document

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 EMH&T may suspend or 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 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.