

First Reading: June 3, 2025
Second Reading: dispensed

RESOLUTION 2025- 045

**A RESOLUTION AUTHORIZING A CONTRACT WITH AMERICAN
STRUCTUREPOINT INC. FOR ENGINEERING SERVICES FOR THE KENWOOD
ROAD AND MONTGOMERY ROAD TRAFFIC STUDY, DISPENSING WITH A
SECOND READING, AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Township Trustees wishes to identify improvements that will lead to more efficient traffic movement and greater safety to roads in the Township by conducting a traffic study on Kenwood Road and Montgomery Road (the "Kenwood Road and Montgomery Road Traffic Study") and wishes to provide for engineering services in regard to the project; and

WHEREAS, the Board of Township Trustees desires to contract for engineering services and has followed the procedure set forth in Ohio Revised Code for selection of an engineering firm for the Kenwood Road and Montgomery Road Traffic Study; and

WHEREAS, the Board of Trustees desires to proceed with the traffic study and to contract with American Structurepoint Inc. for engineering services for the Kenwood Road and Montgomery Road Study;

NOW THEREFORE, BE IT RESOLVED by the Board of Township Trustees of Sycamore Township, State of Ohio:

SECTION 1. The attached proposal from American Structurepoint Inc. is hereby approved, and the Township Administrator is hereby authorized and directed to contract with American Structurepoint Inc. to provide the engineering services for the Kenwood Road and Montgomery Road Traffic Study.

SECTION 2. The contract price for the design shall not exceed \$68,200.00.

SECTION 3. The Board upon at least a majority vote does hereby dispense with the requirement that this resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

SECTION 4. Upon the unanimous vote of the Board of Township Trustees, this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of Sycamore Township and shall take effect immediately. The reason for the emergency is the need to begin engineering on the project as soon as possible.

SECTION 5.

That the Board finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.


SECTION 6.

This Resolution shall take effect on the earliest date allowed by law.

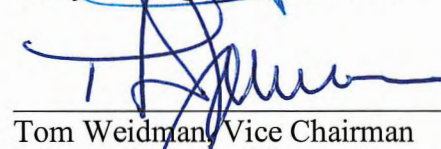
VOTE RECORD:

Mr. Kellums Aye Ms. Schwegmann Aye Mr. Weidman Aye

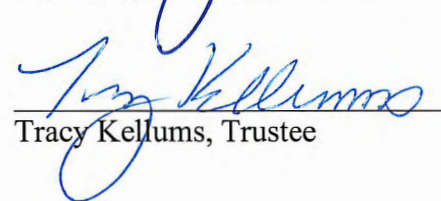
PASSED at a meeting of the Board of Township Trustees this 3rd day of June 2025.



Tracy Schwegmann, Chairman



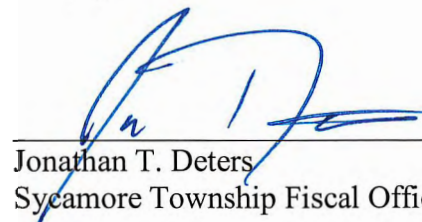
Tom Weidman, Vice Chairman



Tracy Kellums, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer this 3rd day of June 2025.



Jonathan T. Deters
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Law Director



AMERICAN
STRUCTUREPOINT
INC.

9825 KENWOOD ROAD, SUITE 305
CINCINNATI, OHIO 45242
TEL 513.407.8317

May 29, 2025

Mr. Steve Reutelshofer
Superintendent
Sycamore Township
8540 Kenwood Road
Sycamore Township, Ohio 45236

Re: Kenwood Road and Montgomery Road Traffic Study

Dear Mr. Reutelshofer,

American Structurepoint, Inc. is pleased to submit this comprehensive proposal to Sycamore Township outlining our professional services for conducting a Traffic Study at three (3) key intersections along Kenwood Road and Montgomery Road. This study will support the Township's objective of improving the traffic flow along the corridor.

The purpose of this study is to assess, analyze, and provide solutions for existing congestion along Montgomery Road and Kenwood Road—that is largely influenced by intense commercial activity, limited alternative routing, and geometric constraints within the corridor.

Our scope of services includes preparing a detailed technical report that will present key findings, data-driven capacity analyses, and practical, actionable recommendations. We will also develop a preliminary cost estimate for the proposed improvements to assist the Township in future planning and funding efforts.

This proposal reflects the scope discussed during the collaborative kick-off meeting held on April 15, 2025, between Sycamore Township and American Structurepoint.

A. SCOPE OF WORK

Our professional services will include the following tasks:

2025.00587

Task 1 – Existing Conditions Review

Our team will conduct field observations to review traffic operations at the following three (3) study intersections during the weekday (AM, mid-day, and PM) and Saturday peak periods. These observations will help verify existing traffic operating conditions, including queue lengths, delay patterns, and overall intersection performance. A photo log will be developed to document and illustrate observed queue lengths.

- Montgomery Road & St. Vincent Drive
- Montgomery Road & Kenwood Road
- Kenwood Road & Orchard Lane

Task 2 – Traffic Forecasting

The existing 2025 turning movement counts at the three (3) study intersections outlined in Task 1 will be provided by the Township. These counts will be projected to 2035 no-build traffic volumes by applying a linear annual growth rate based on the review of the historic counts in the study area obtained from ODOT's Traffic Counts Database System. The redistribution of traffic volumes for the future connection between Montgomery Road and Kenwood Road will be done by reviewing the existing turning movement counts and supplementing it with origin-destination data obtained from the StreetLight platform.

Task 3 – Capacity Analysis

Capacity Analysis will be performed at the above-mentioned three (3) study intersections using Synchro/Sim Traffic, following the guidelines outlined in the Highway Capacity Manual (HCM) and ODOT Analysis and Traffic Simulation (OATS) Manual. The capacity analysis will be performed at the study intersections for the following scenarios:

- 2025 Existing/No-Build Conditions
- 2035 Existing/No-Build Conditions
- 2035 Build (With Proposed Improvements) Conditions*

Each scenario listed above will be evaluated for the following four (4) time-periods:

- Weekday AM Peak
- Weekday Mid-day Peak
- Weekday PM Peak
- Saturday Peak

*The 2035 Build Conditions scenario will evaluate up to three improvement alternatives:

- a) Addition of a southbound right-turn lane at Kenwood Road & Montgomery Road
- b) Construction of a new roadway connection between Montgomery Road and Kenwood Road via township-owned property
- c) Combination of Alternatives (a) and (b)

Task 4 – Turn Lane Length Calculations

The required length of lengths of turn lanes at the three study intersections will be determined in accordance with the guidelines outlined in the ODOT Location and Design Manual. These calculated lengths will then be compared against the 95th percentile queue lengths generated from the SimTraffic analysis.

Task 5 – Conceptual Improvement Exhibits and Preliminary Cost Estimates

Our team will develop conceptual exhibits and preliminary cost estimates for up to four scenarios, each informed by the findings from the traffic analysis.

For each scenario, our team will develop conceptual-level exhibits suitable for presentation at the public meeting. Exhibits will be based on recent aerial imagery and developed using OpenRoads Designer. The final deliverables will be provided in PDF format generated from DGN design files.

Preliminary cost estimates will be prepared for each build scenario. These planning-level estimates will be based on conceptual quantities and recent unit pricing and will be appropriate for early-stage budgeting and comparative analysis.

Task 6 – Public Meeting

Public meeting activities proposed for this task include preparation and attendance at one (1) public meeting with presentations (including preparation of exhibits). The public meeting will be held to present the final study. The Township will be responsible for advertising and hosting the meeting at the Township Administration Building.

- American Structurepoint will prepare the meeting invitations. Sycamore Township will print and mail/email the invitations.
- American Structurepoint will develop a mailing list of nearby residents, businesses, and stakeholders to invite to the public meeting.
- Prepare press releases, one for each public meeting, that will be advertised on the Township's website. American Structurepoint will provide the Township with the press releases.
- Attend one (1) open house style public meeting. It is our understanding the Township will arrange the public meeting at their Administration Building.
- Additionally, American Structurepoint will prepare a virtual project website with the project materials available for the public (www.structurepointpublic.com).
- Public Meeting Materials: American Structurepoint will prepare the following items for the public meeting: presentation, sign-in sheets, and project exhibits.

Task 7 – Documentation

Our team will prepare a comprehensive study report that consolidates all collected data, outlines key findings, and presents actionable recommendations.

Task 8 – Meetings

- Attend one (1) in-person meeting with the Township staff to share the preliminary findings after the completion of Tasks 1-4.
- Attend one (1) in-person public meeting.
- Attend one (1) in-person meeting with the Township staff to review the draft report.

C. COMPENSATION

American Structurepoint proposes to provide our professional services as described in the above Scope of Services for the following total lump sum fee of **\$68,200**. For your reference, a detailed breakdown of the itemized man-hour justification for each task is attached to this proposal.

The fee listed above includes both labor and reimbursable expenses such as prints, travel, mileage, telephone charges, mailings, etc. Invoices will be submitted monthly based on the percentage of work completed and payment is due within 30 days of receipt.

D. SCHEDULE

The following schedule is preliminary and will be adjusted as approved by all parties.

- Notice to proceed – 06/06/2025
- 50% Client Update – 07/31/2025
- Draft Study Report – 09/12/2025
- Public Meeting – 10/15/2025
- Final Study Report – 12/05/2025

E. EXCLUSIONS

The following services are **excluded** from this proposal unless authorized separately as additional services:

1. Traffic counts at the three study intersections will be provided by the Township. Collection, procurement, or validation of traffic counts by American Structurepoint is excluded from this scope.
2. No crash data review or safety analysis is included. A separate task would be required to conduct a crash pattern analysis or to identify safety countermeasures.

No topographic survey will be conducted; therefore, exhibits will not reflect detailed drainage design or finalized vertical geometry.
3. No right-of-way research or boundary determination is included. Any right-of-way lines shown will be based on GIS information and will be assumed approximate and for planning purposes only.
4. Microscopic simulation beyond SimTraffic (e.g., VISSIM or TransModeler), or visualization services or 3-d modeling for use at the public hearings.
5. No utility coordination or subsurface utility investigation is included in this scope.
6. No geotechnical investigations, borings, or analysis will be performed. A suitable pavement buildup will be recommended and confirmed by the Township to assist cost estimating.
7. Traffic signal warrant studies, design, modifications, or signal timing plans.
8. Only one public meeting is included. Additional meetings or workshops would require a separate agreement.
9. Legal support, expert witness testimony, or litigation assistance.
10. Assistance with funding applications.

We sincerely appreciate the opportunity to work with Sycamore Township on this important project. The fees outlined in this proposal are valid for **90 days** from the date of this letter. If the terms are acceptable, please contact us so that we can prepare an agreement.

Mr. Steve Reutelshofer
May 29, 2025
Page 5

If you have any questions or require additional information, please do not hesitate to contact us at 513-407-8317.

Respectfully submitted,
American Structurepoint, Inc.



Shawn Mason, PE
Principal In Charge – Cincinnati Operations



Gaurav Kashyap, PE, PTOE RSP2I
Project Manager

SM/GK:mmma

Attachments

Attachment - Man Hour Justification

AMERICAN STRUCTUREPOINT, INC.

MANHOUR JUSTIFICATION



AMERICAN
STRUCTUREPOINT
INC.

PROJECT: Kenwood Road and Montgomery Road
DESCRIPTION: Traffic Study

May 28, 2025

	ESTIMATED TIME				
	Project	Senior	Project	Staff	
WORK CLASSIFICATION	Manager	Engineer	Engineer	Engineer	TOTAL
Traffic Study					
Task 1: Existing Conditions Review		4		4	
Task 2: Traffic Forecasting	2	2		8	12
Task 3: Capacity Analysis	2	22	28	50	102
Task 4: Turn Lane Length Calculations	2	2	4	12	20
Task 5: Conceptual Improvement Exhibits and Preliminary Cost Estimates	8	16	40	60	124
Task 6: Public Meeting	2	20		28	50
Task 7: Documentation	4	6	20	40	70
Task 8: Meetings	8		2		10
TOTAL HOURS (AUTHORIZED)	28	72	94	202	388
BILLING RATE	\$270.00	\$225.00	\$185.00	\$130.00	
DIRECT SALARY COST (AUTHORIZED)	\$7,560.00	\$16,200.00	\$17,390.00	\$26,260.00	\$ 67,410.00
Printed Boards (For Public Meeting)					\$ 750.00
SUBTOTAL (ASI)					\$ 68,200.00
TOTAL FEE					\$ 68,200.00

DIRECT COSTS

	UNIT COST	QUANTITY	COST
Printed Boards (For Public Meeting)	\$ 150.000	5	\$ 750.00
		TOTAL	\$ 750.00

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into this 3rd day of June 2025 by and between Sycamore Township, whose address is 8540 Kenwood Road, Cincinnati, Ohio 45036 ("Client") and American StructurePoint, Inc., an Ohio corporation, whose address is 9825 Kenwood Road, Cincinnati, OH 45242 ("American StructurePoint").

SECTION 1. GENERAL DESCRIPTION OF PROJECT

Client hereby retains AMERICAN STRUCTUREPOINT to perform and AMERICAN STRUCTUREPOINT hereby agrees to perform the Services (as defined in Section 2) in accordance with the terms and conditions set forth in this Agreement. The project in connection with which the Services will be provided is generally described as follows: Kenwood Road and Montgomery Road Traffic Study (the "Project").

SECTION 2. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES

The professional services to be provided by AMERICAN STRUCTUREPOINT are described in Attachment 1 to this Agreement, which is incorporated herein by reference (the "Services").

SECTION 3. CONTACT PERSON

Client and AMERICAN STRUCTUREPOINT shall each appoint a contact person who shall have the authority to act on behalf of each party, including, by way of illustration and not by way of limitation, to define the scope of the Services, transmit instructions, receive information, and recommend changes in the Services (the "Contact Persons"). The Contact Person for Client shall be: STEVE REUTELSHOFER, and the Contact Person for AMERICAN STRUCTUREPOINT shall be: SHAWN MASON.

SECTION 4. DATE OF COMMENCEMENT; DURATION

The Date of Commencement for the Services provided pursuant to this Agreement shall be the later of (a) the date on which the Agreement is fully executed and (b) the date agreed in writing by the Contact Persons. AMERICAN STRUCTUREPOINT shall perform the Services with commercially reasonable due diligence and meet or exceed the final date (11/30/25) specified by Sycamore Township in the original scoping document dated March 19, 2025, subject delays attributable to Force Majeure (as defined in Section 6.22) and delays caused by or attributable to any act or neglect of Client or by any agent, employee, or other person or entity in privity with Client (other than AMERICAN STRUCTUREPOINT) (a "Client Delay").

SECTION 5. COMPENSATION

Client shall pay AMERICAN STRUCTUREPOINT the sum of SIXTY-EIGHT THOUSAND TWO HUNDRED and 00/100 Dollars (\$68,200.00) for AMERICAN STRUCTUREPOINT's performance of the Services pursuant to this Agreement, subject to adjustment as expressly provided in, and pursuant to, this Agreement.

SECTION 6. TERMS AND CONDITIONS

6.1 Invoice Procedures and Payment: AMERICAN STRUCTUREPOINT shall submit invoices to Client for the Services rendered during each invoicing period, which shall generally be on a

monthly basis. The amount of each invoice shall be determined on the actual work performed method whereby AMERICAN STRUCTUREPOINT will provide the total number of hours or percentage of the Services accomplished during the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. In no event shall the aggregate amount of such invoices exceed the maximum amount set forth in Section 5. Such invoices shall be submitted not more frequently than monthly by AMERICAN STRUCTUREPOINT and shall be due and payable within thirty (30) days of the date of the invoice. Any undisputed invoices not paid by Client within forty-five (45) days of receipt shall bear interest from the date due until the date paid at an interest rate of ten percent (10%) per annum.

6.2 Expert Witness Services: It is understood and agreed that AMERICAN STRUCTUREPOINT's services under this Agreement do not include any participation in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between Client and AMERICAN STRUCTUREPOINT describing the services desired and providing a basis for compensation to AMERICAN STRUCTUREPOINT.

6.3 Opinion of Probable Construction Cost/Cost Estimates: Client hereby acknowledges that AMERICAN STRUCTUREPOINT cannot and does not represent or warrant that opinions or estimates of probable construction or operating costs provided by AMERICAN STRUCTUREPOINT will not vary from actual costs incurred by Client.

6.4 Indemnification: AMERICAN STRUCTUREPOINT agrees to indemnify and hold harmless Client, its agents, officials and employees, against all damages, liabilities and costs, including reasonable attorneys' fees and defense costs, to the extent caused by AMERICAN STRUCTUREPOINT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom AMERICAN STRUCTUREPOINT is legally liable.

6.5 Insurance: AMERICAN STRUCTUREPOINT shall carry, throughout the term of this Agreement, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automobile liability insurance. Upon the written request of Client, Client shall be named as a co-insured under any such policy if such coverage is available. Upon the written request of Client, AMERICAN STRUCTUREPOINT shall provide Client a current copy of each insurance policy prior to commencement of the Services.

6.6 Assignment/Third Parties: Neither Client nor AMERICAN STRUCTUREPOINT will assign or transfer its interest in this Agreement without the written consent of the other; provided, however, AMERICAN STRUCTUREPOINT reserves the right to subcontract any portion of the Services with prior written consent of Client. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against AMERICAN STRUCTUREPOINT or Client.

6.7 Termination; Delay; Suspension: Client may terminate this Agreement for any reason. Upon any such termination, Client shall pay AMERICAN STRUCTUREPOINT for the Services provided up to the date of such termination together with all reimbursable expenses incurred up to the date of such termination. In the event the Project is suspended or delayed, Client may delay or suspend AMERICAN STRUCTUREPOINT's performance of the Services immediately upon

written notice to AMERICAN STRUCTUREPOINT. If Client delays or suspends AMERICAN STRUCTUREPOINT's performance of the Services for more than thirty (30) days, (a) AMERICAN STRUCTUREPOINT may terminate this Agreement upon giving fifteen (15) days written notice or (b) the compensation payable to AMERICAN STRUCTUREPOINT pursuant to Section 5 may be equitably renegotiated and mutually agreed to be the parties hereto. Upon any such termination described in subsection (b) above, Client shall pay AMERICAN STRUCTUREPOINT for the Services provided up to the date of such termination together with all reimbursable expenses incurred up to the date of such termination.

6.8 Default: If Client defaults in their obligations under this Agreement, and such default continues for more than ten (10) days after written notice (with respect to defaults relating to the payment of money) or thirty (30) days after written notice (with respect to all other defaults), the non-defaulting party shall have all remedies available at law or in equity, including, without limitation, termination of this Agreement. Notwithstanding the foregoing, prior to terminating this Agreement, the non-defaulting party shall provide a termination notice to the defaulting party which notice shall describe the default in reasonable detail. If the defaulting party cures the default within such seven (7) day period, the non-defaulting party's termination notice shall be null and void.

6.9 Disputes: If a controversy or claim arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. If the parties are not able to so settle the issue, the controversy or claim shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall be responsible for their own expenses.

6.10 Standard of Care: AMERICAN STRUCTUREPOINT agrees to perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6.11 Waiver: No waiver of any condition or agreement in this Agreement by either Client or AMERICAN STRUCTUREPOINT will imply or constitute its further waiver of that or any other condition or agreement.

6.12 Relationship: AMERICAN STRUCTUREPOINT is an independent contractor to Client in performing the Services under this Agreement and is not an employee, agent, joint-venturer, or partner of Client.

6.13 Client's Responsibilities: Client shall promptly provide AMERICAN STRUCTUREPOINT all pertinent data, criteria, and information including but not limited to: design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data such as sketches, reports, prior designs, soil, tests, surveys, and plans. AMERICAN STRUCTUREPOINT shall be entitled to rely on any and all information provided pursuant to this Section 6.13. Client shall review AMERICAN STRUCTUREPOINT's work thoroughly and promptly, provide direction as

necessary, and, if at any time, Client becomes aware of any defect, shall promptly give notice of such defect in the work or services provided. Client shall provide access to the project site to the extent necessary or appropriate in connection with the performance of the Services.

6.14 Bankruptcy: If AMERICAN STRUCTUREPOINT or Client is adjudged to be bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such event shall be deemed a default by such party under this Agreement.

6.15 Change Orders; Additional Services: During the course of the term of this Agreement, Client shall have the right to request changes in the Services and/or to request additional services from AMERICAN STRUCTUREPOINT. Any such changes requested by Client shall be effective only if contained in a change order ("Change Order") signed by Client and AMERICAN STRUCTUREPOINT, which provides for (a) the adjustment, if any, in the compensation payable to AMERICAN STRUCTUREPOINT pursuant to Section 5, (b) the method of payment of any such increase and (c) the extension, if any, of the time for completion of the Services.

6.16 Execution of this Agreement: Neither Client nor AMERICAN STRUCTUREPOINT will be bound under this Agreement until both Client and AMERICAN STRUCTUREPOINT have duly executed and delivered to the other this Agreement. If this Agreement has been executed first by AMERICAN STRUCTUREPOINT and has not been executed by Client prior to June 6, 2025, at 11:59 p.m., AMERICAN STRUCTUREPOINT shall have the right to revoke its signature to this Agreement, in which event this Agreement shall be null and void and of no force or effect.

6.17 Severability: If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision that is found to be illegal, invalid, or unenforceable, provision will be added as a part of this Agreement that is as similar to the illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

6.18 Captions; Exhibits: The captions are inserted in this Agreement only for convenience of reference and do not define, limit, or describe the scope or intent of any provisions of this Agreement. The exhibits and attachments to this Agreement, if any, are incorporated into the Agreement.

6.19 Attorneys' Fees: If either party shall bring an action against the other party related to the breach of any term, covenant or provision of this Agreement, or otherwise arising out of this Agreement, each party will be responsible for their own expenses and attorneys' fees expended or incurred in connection therewith.

6.20 Preparation of Agreement: This Agreement has been prepared by Client and its professional advisors and reviewed by AMERICAN STRUCTUREPOINT and its professional advisors. AMERICAN STRUCTUREPOINT, Client, and their separate advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either AMERICAN STRUCTUREPOINT or Client or against either AMERICAN STRUCTUREPOINT or Client merely because of their efforts in preparing it.

6.21 Authorization: If Client signs this Agreement as a corporation, limited liability company or partnership, each of the persons executing this Agreement on behalf of Client warrants to AMERICAN STRUCTUREPOINT that Client is a duly authorized and existing corporation, limited liability company or partnership, that Client has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Client is authorized to do so. Upon AMERICAN STRUCTUREPOINT's request, Client will provide evidence satisfactory to AMERICAN STRUCTUREPOINT confirming these representations.

6.22 Force Majeure: The performance by AMERICAN STRUCTUREPOINT of its obligations under this Agreement will be excused by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials or reasonable substitutes for them, failure of power, governmental requirements, restrictions or laws, fire or other damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed (collectively, "Force Majeure").

6.23 Entire Agreement, Amendments, Governing Law: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. This Agreement shall be governed by the laws of the state where the Services are performed.

6.24 Notices: Any notice required hereunder shall be sufficiently given when sent to the Contact Person for Client or AMERICAN STRUCTUREPOINT via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth in the introductory paragraph above, or by personally delivering such notice to the party to be in receipt thereof.

6.25 Confidentiality: AMERICAN STRUCTUREPOINT agrees that the terms set forth in this Agreement and the information obtained by AMERICAN STRUCTUREPOINT in connection with the performance of the Services shall remain confidential and shall not be revealed or disclosed to any person or party except (a) with the written consent of Client; (b) as may be disclosed to AMERICAN STRUCTUREPOINT's attorneys, accountants and other representatives that are involved in the consummation of this Agreement and the Services; (c) as may be required by applicable law; (d) as may be necessary in connection with assisting AMERICAN STRUCTUREPOINT in obtaining necessary governmental approvals; and (e) in connection with any litigation or dispute resolution between the parties.

IN WITNESS WHEREOF, AMERICAN STRUCTUREPOINT and Client have duly executed this Agreement. The effective date of this Agreement shall be the last date whereby all parties listed below have executed this Agreement. Such date shall be recorded in the first paragraph of this Agreement.

SYCAMORE TOWNSHIP, OHIO

Signed: _____

Typed: Greg Bickford

Title: Administrator

Date: JUNE 3, 2025

AMERICAN STRUCTUREPOINT, INC.

Signed: _____

Typed: Shawn Mason

Title: Regional Services Director

Date: 5/30/2025, 2025

Attachment 1: Proposal Engineering Services: Dated May 29, 2025