

First Reading: July 13, 2022
Second Reading: dispensed

RESOLUTION 2022-073

A RESOLUTION AUTHORIZING A CONTRACT WITH THE KLEINGERS GROUP FOR ENGINEERING SERVICES FOR THE VETERANS MEMORIAL PROJECT, AND DISPENSING WITH A SECOND READING

WHEREAS, the Board of Township Trustees desires to construct a veterans memorial in the Township (the “Veterans Memorial Project”) 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 Veterans Memorial Project; and

WHEREAS, the Board of Trustees desires to proceed with the Veterans Memorial and to contract with The Kleingers Group for engineering services for the Veterans Memorial Project;

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

SECTION 1. The attached proposal from the Kleingers Group is hereby approved, and the Township Administrator is hereby authorized and directed to contract with The Kleingers Group to provide the engineering and survey services for the Veterans Memorial Project.

SECTION 2. The contract price for the engineering shall not exceed \$37,200.00.

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

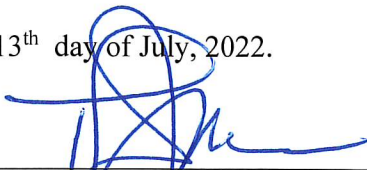
VOTE RECORD:

Mr. James Aye

Ms. Schwegmann Aye

Mr. Weidman Aye

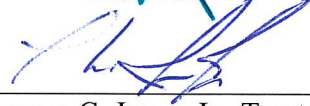
PASSED at the meeting of the Board of Trustees this 13th day of July, 2022.



Thomas J. Weidman, Chairman



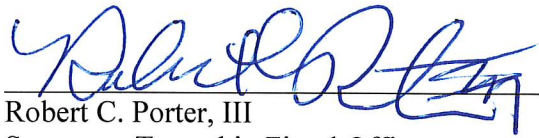
Tracy Schwegmann, Vice Chairman



Thomas C. James Jr., Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 13th day of July, 2022.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Interim Law Director

KLEINGERS LANDSCAPE ARCHITECTURE

The Landscape Architecture
Studio of The Kleingers Group



SYCAMORE
TOWNSHIP, OHIO

BECHTOLD PARK
VETERAN'S MEMORIAL
Proposal for Landscape Architecture,
Engineering, and Surveying Services

SYCAMORE TOWNSHIP

Steve Reutelshofer
Assistant Superintendent
sreutelshofer@sycamoretownship.org

June 14, 2022 Revised: July 7, 2022

POTENTIAL LOCATION FOR
VETERAN'S MEMORIAL

PICTURED:
BECHTOLD PARK
Sycamore Township, Ohio



CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ▶ 513.779.7851
fax ▶ 513.779.7852
www.kleingers.com

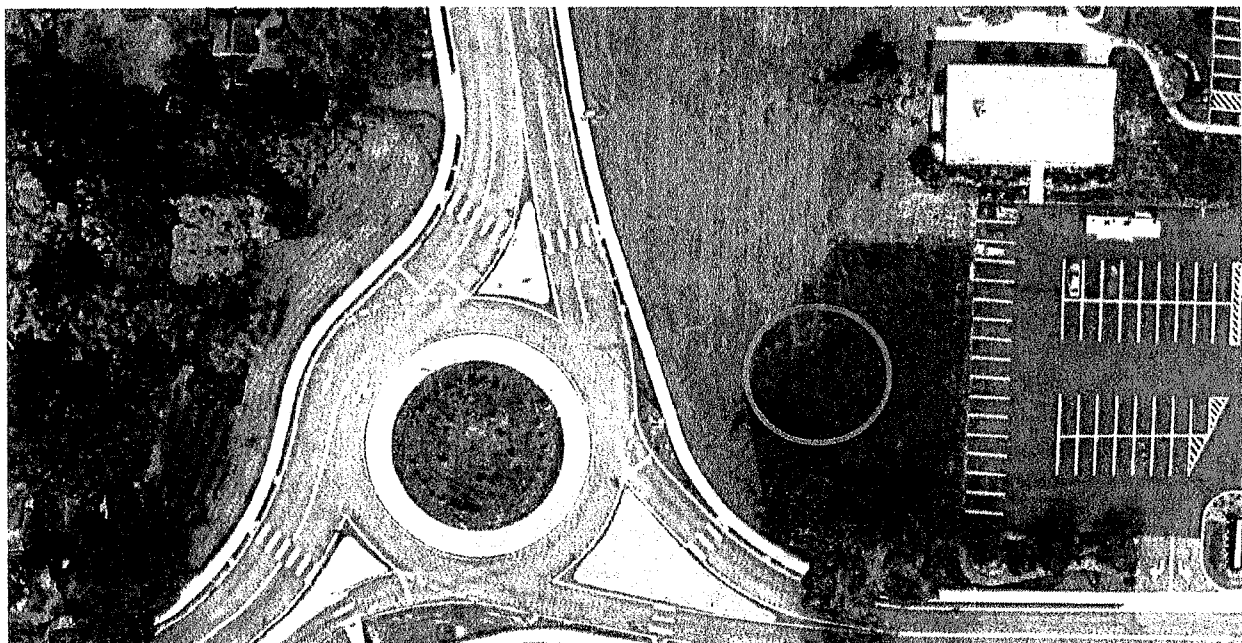
June 14, 2022; Revised July 7, 2022

Mr. Steve Reutelshofer
Assistant Superintendent
Sycamore Township
Via email: sreutelshofer@sycamoretownship.org

**Re: Proposal for Landscape Architecture, Engineering, and Survey Services
Sycamore Township Veteran's Memorial**

Dear Steve,

It was nice meeting with you and Tracy at Bechtold Park to discuss the design for a future Veteran's Memorial. Based on our discussion, we understand that you would like a Veteran's Memorial that has a monument for all 6 branches of the United States Armed Forces, has an area for names of Veteran's associated with each branch, a plaza area, seating area, landscaping, 3 flagpoles, and minimal uplighting. Regarding design, we discussed having the Memorial laid out in a circular orientation to provide wonderful views into the Memorial from the vehicular roundabout, streetscape, and within Bechtold Park. Therefore, we are excited to provide this proposal to provide landscape architecture, engineering, and surveying services for the design and construction of a Veteran's Memorial at Bechtold Park. We anticipate the area for the Veteran's Memorial to be located approximately where the red circle is below. Pursuant to this proposal, we will also review the roundabout landscaping and provide minor landscape improvements to upgrade the existing aesthetic.



Sycamore Township Veteran's Memorial



We assume that the Township will advertise for contractor bids and put the project out to bid. We also assume that we will provide minimal construction administration and that the Township will therefore lead the construction advertisement, bidding and administration process.

Team Members

The Kleingers Group will provide landscape architecture, civil engineering, and surveying services. *We do anticipate the need for electrical engineering, structural engineering, and geotechnical services. However, we have not included these services within the proposal and understand that the Township will contract individually on an 'as needed' basis as the plans develop.*

Proposed Schedule

Regarding schedule, we anticipate providing design this year and for construction to occur in early 2023.

We are thrilled about this exciting opportunity and look forward to working with you on providing a wonderful veteran's memorial for Sycamore Township. Thank you for this wonderful opportunity. If you have any questions, please do not hesitate to contact me at 513.779.7851 as I'd be happy to answer any questions and revise the proposal as needed. I do look forward to discussing this proposal with you.

Sincerely,

THE KLEINGERS GROUP

Lynne Nischwitz, PLA, ASLA, CLARB
Director Landscape Architecture

SCOPE OF SERVICES

Topographic Survey

Survey Approach: The site topographic survey is critical in the design process in order to obtain detailed information representing the existing conditions of the Veteran's Memorial area. This level of accuracy will ensure a high level of confidence in preparing the Concept Plan and Construction Documentation for the Veteran's Memorial Area.

Topographic Survey

- Research the public records at the Hamilton County offices and obtain copies of pertinent deeds, plats, and surveys. Easements affecting the subject property, discovered during the normal course of our research, will be identified. Please note that we do not provide "title examination" services and make no warranty or guarantee that any or all easements, restrictions, encumbrances or other conditions affecting the property will be discovered. At the client's request, and for an additional fee to be determined, we may contract with a title examination professional and coordinate an expanded level of research.
- Perform field reconnaissance and locate evidence (monumentation, fences, etc.) of existing boundary lines and corners to sufficiently tie down the right of way lines of Plainfield and Sycamore Roads.
- Resolve the location of the subject right of way lines and corners through analysis of the recovered record and field data.



- Establish horizontal and vertical site control. Horizontal control will be based on Ohio State Plane Coordinates, South Zone (NAD'83). Vertical control will be based on NAVD'88. A minimum of 1-vertical benchmark(s) will be established on or near the site.
- Locate and identify visible physical features (buildings, roads, drives, walks, walls, fences, signs, etc.) within the project limits. Isolated trees (8" and larger) and the perimeter outline of wooded areas will also be located.
- Determine spot elevations of critical features (finish floor levels at door openings, curbs, walks, tops, toes, swales, etc.) and at sufficient intervals throughout the site to develop 1-foot contours.
- Coordinate with OUPS and/or directly with utility owners to request physical markings and record data.
- Locate field utility markings and visible field evidence (manholes, valves, etc.) of underground utilities.
- Delineate underground utility locations based on a combination of assembled record documents, physical markings, and visible field evidence. We make no warranty or guarantee that all underground utilities will be detected, nor do we warranty or guarantee the precise location, size or depth of any underground utility. At the client's request, and for an additional fee to be determined, we may contract with an underground locating service and coordinate an expanded level of underground utility detection service which may include geophysical (electronic line tracing, ground penetrating radar, etc.) and / or various forms of excavation.
- Generate a boundary and topographic base map, depicting the above items at an appropriate scale, in AutoCAD format. The base map will be provided in DWG and PDF format.

Survey Fee

- **Topographic Survey..... \$3,800.00**

Landscape Architecture + Civil Engineering

Design Approach: Based upon our site walk discussion, we will prepare a Concept Plan for the Veteran's Memorial that will provide for all 6 branches of the United States Armed Forces, has an area for names of Veteran's associated with each branch, a plaza area, seating area, landscaping, 3 flagpoles, and minimal up-lighting. We will also provide a landscape plan to improve the aesthetic of the roundabout – assume minimal landscape enhancements to the roundabout. Upon approval of the Concept Plan we will provide Construction Documentation, and limited Construction Administration for the Veteran's Plaza improvements.

Concept Design

Landscape Architecture + Civil Engineering

Pre-Design | Coordination | Meetings

- Based on our completed survey, prepare the basemap for the landscape architecture Concept Design through Construction Document bld set.
- Perform a site visit to review and evaluate the existing Veteran's Plaza area.
- Attend Kick-off meeting with the Township to discuss the design vision, schedule, and proposed improvements.
- Assume attendance to design review meetings with the Township, as needed.

Concept Plan

- Based on previous conversations with Township staff, provide 1-2 Alternative Rendered Concept Plans depicting a conceptual layout that provides for the layout of the Veteran's Memorial. The Concept Plan will show locations of the monuments, hardscape, landscape, and seating areas, etc.
- Provide concept plan for the minimal aesthetic landscape improvements to the roundabout.



- Provide an 11 x 17 'vision' imagery sheet of proposed amenities to included hardscape, amenities, and plantings to ensure aesthetic agreement between the owner and design team depicting the vision of the Memorial area improvements.
- Based on comments provided by the Township, provide an updated Veteran's Memorial Concept Plan.
- Provide a 3-D model to show what the proposed improvements will look like to gain Trustee and staff approval and design consensus.
- Submit the Veteran's Memorial Concept Plan to the Township for coordination, review, and approval.
- Attend Trustee meeting to present the Veteran's Memorial Concept Plan and to garner feedback.

Construction Documentation
Landscape Architecture + Civil Engineering

Beginning with the approved Concept Plan, we will prepare Construction Documents for the Veteran's Plaza improvements.

Coordination | Meetings | Submittals

- Assume attendance to design review meetings with the Township, as needed.
- Provide project management, communication, and coordination with the Township and design team.
- Submit 50% Construction Documentation to the Township for coordination and review.
- Submit 90% Construction Documentation to the Township for coordination and review.
- Provide revisions as necessary to the Construction Document set during documentation as needed.
- Provide 100% Bid Documents to the Township for their Bidding.

Construction Documentation Set to include the Following:

Title Sheet

Survey

General Notes + Details:

- Appropriate general notes and details for the Memorial amenities.
- Standard pavement and utility details.

Demolition Plan:

- Provide Demolition Plan indicating items to be removed, relocated, salvaged or protected.
- Provide demolition details and notes.

Hardscape & Materials Plan:

- Provide Hardscape Plan depicting location of plaza hardscape areas and memorials.
- Provide type of materials and jointing for hardscape areas.
- Provide locations for any site furnishings such as seating and trash receptacles.

Hardscape Details + Sections:

- Provide Hardscape Details depicting details of the plaza hardscape areas, memorial locations, and seating, etc.
- Provide sections as necessary to convey design intent for the above reference proposed improvements.

Utilities Plan:

- An overall Utility Plan depicting locations of existing and proposed utilities.



Grading + Drainage Plan:

- Grading Plan depicting contours and critical spot elevations.
- Layout of proposed yard drains.
- Flood route design.
- Design of stormwater pollution prevention plan including silt fence, straw bale barriers, and rock channel protection.

Planting Plan:

- Provide a Planting Plan indicating limits of seed/sod, and locations of trees, shrubs, and plantings.
- Provide Planting List including plant list with genus, species size and type of plant.

Planting Details:

- Provide planting details and notes.

Irrigation Plan:

- Provide Irrigation Zone Plan depicting new areas to be irrigated. Assume that the contractor will perform design-build as directed from the zone plan.

Specifications

- Specifications for the proposed landscape and hardscape elements. *Note: We assume that we will not provide any front end specs.*

Limited Construction Administration

- Respond to Contractor questions.
- Attend pre-construction meeting.
- Review and respond to RFI's, submittals, and shop drawings.
- Assume 2 visits included in this scope of work.
- Provide final punch list.

Proposed Fee - Landscape Architecture + Civil Engineering

Landscape Architecture

Concept Plan, Perspectives and 3-D Model.....	\$5,400.00
Construction Documentation	\$19,500.00
Limited Construction Administration	<u>\$2,400.00</u>
	\$27,300.00

Civil Engineering

Construction Documentation	\$5,300.00
Bidding + Limited Construction Administration	<u>\$800.00</u>
	\$6,100.00
LA + Civil Engineering	\$33,400.00

PROFESSIONAL SERVICES SCHEDULE OF FEES

Survey	\$3,800.00
Landscape Architecture + Civil Engineering.....	<u>\$33,400.00</u>
Total Professional Services Fee	\$37,200.00



ASSUMPTIONS

Assumptions help us clarify the scope of services being provided for the associated fees. When we make these assumptions, it does not guarantee that reality will match these assumptions; rather it identifies the conditions for which this scope of services and fees are valid. For the purposes of this proposal we are making the following assumptions of services not part of this proposal but are services we would be pleased to provide at a negotiated fee or at our standard hourly rates include:

- Full Irrigation design is not included. We will provide areas to be irrigated for contractor to design-build. If full irrigation drawings are desired, we can provide for an additional fee.
- Electrical Engineering Design is not included.
- Structural Engineering is not included.
- Geotechnical Services are not included.
- Sewer or water capacity studies.
- Environmental or Archaeological studies and submittals.
- Special Inspections.
- Special Structural Calculations Package to the permitting agency.
- Construction layout.
- Temporary or permanent easement or right-of-way negotiations.
- It is assumed that there will be no zoning permits required.
- Design fixes caused by the construction team or unforeseen conditions in the field.
- Re-design due to owner changes of work we have already completed based on previous direction.

We recognize that minor revisions to drawings are normal and synonymous to the production of any project. Should major revisions or out of scope conditions arise, you will be notified of the need for additional services and anticipated additional fees before we proceed forward with additional work. ***Upfront communication between consultant and client regarding project success factors is very important – please feel free to call me at any time to discuss any concerns you may have regarding any project issues.***

Terms and Conditions

SERVICES PROVIDED

The Kleingers Group, Inc., the "Consultant", agrees to perform the professional services (the "Project") as described in the preceding paragraphs and referenced documents for the "Client",

Sycamore Township

The Client agrees to:

Provide full information as to his requirements for the Project prior to commencement of work on the Project;

- Assist Consultant by placing at his disposal all available information pertinent to the Project;

- Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;
- Provide and pay for all legal, accounting, and insurance counseling services, soil reports, laboratory tests and governmental permits necessary for the Project;
- Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;
- Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and



- Promptly review and act on all submissions made to him by Consultant.

TIME OF COMPLETION

Consultant agrees to perform the outlined Scope of Services within the periods specified from receipt of Authorization to Proceed – exclusive of review time and time to complete review responses. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

COMPENSATION

For the Scope of Services outlined in the preceding paragraphs, Client agrees to pay Consultant the compensation stated in this Agreement. Client will be invoiced each month for any work performed during the period. For hourly services, invoices will be based on the number of hours expended by the Consultant's personnel in the period multiplied by the hourly rates specified in the agreement. For fixed fee services, invoices will be based on the percentage of the scope of work completed in the period multiplied by the project fee for that scope of work. Payment is due within 30 days of receipt of invoice. Accounts outstanding past the due date every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

STANDARD OF CARE

Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

LIMITATIONS OF SERVICES

Exclusions and limitations outlined in the Agreement are not to be considered all inclusive. Unless expressly outlined as included with the Scope of Services, related services are not included under this Agreement.

ADDITIONAL SERVICES

Changes made by Client after the start of work will be considered extra and may negatively impact the stated project timeline. Consultant will notify Client in writing of changes to the scope of work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

INDEMNIFICATION / LIMITATION OF LIABILITY

^{TK}
The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees, and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

In addition, the Client agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal, or employee of the Consultant shall have personal liability under this Agreement, or for any matter in connection with the professional services provided with the Project.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant's insurance proceeds up to the greater of: \$500,000 or the Consultant's total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers,



directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

TERMINATION OF CONTRACT

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution.

If mediation fails, Client and Consultant agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this Agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof. Should litigation or arbitration occur between the two parties relating to the provisions of the Agreement, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense / prosecution of the claim, including staff time, court costs, attorney fees, and other claim-related expenses.

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

~~All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by~~

TCK



TJK
~~Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.~~

FREE PUBLICITY

Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility. Client also agrees to cite the name of Consultant as the provider of the professional services outlined in this Agreement in all publicity, presentations, and public relations activities that mention the name or depict the facility. Client permits Consultant to place temporary jobsite signs on the site that advertise the consultant's brand and involvement in the project.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic, or other types that are furnished by Consultant to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

OPINIONS OF COST

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

LEED CERTIFICATION

The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. The Client understands, however, that LEED is subject to various and possibly contradictory interpretations. Further, compliance may involve factors beyond the control of the Consultant including, but not limited to, the Client's or Owner's use and operation of the completed project. The Consultant does not warrant or represent the project will actually achieve LEED certification.

The signing of the declaration/affirmation is for the purposes of applying for LEED certification only and is considered an owner/client service benefit and as used herein the words certify, affirm and declare shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge, and belief and does not constitute a warranty or guarantee by the Consultant.

JOBSITE SAFETY DISCLAIMER

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.



SEVERABILITY

If any term or provision hereof is illegal or invalid for any reason whatever, such illegality of invalidity shall not affect the validity of the remaining terms of this Agreement.

ASSIGNMENT OF AGREEMENT

Neither Client nor Consultant shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

SIGNATURES

Should Client be a corporation or governmental entity, the person signing this Agreement represents that he or she is duly authorized to execute the Agreement on behalf of the corporation for the payment of the amounts specified herein. Any agent signing on behalf of a Client represents he has full authority to sign on behalf of said Client.

EEO

The Kleingers Group supports an Affirmative Action Program. During the performance of this contract, the Consultant intends to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4, and 60 – 741.5(a) 4, which equal opportunity clauses are hereby incorporated by reference and 60 – 250.45 and 29 CFR Part 471, if applicable.



Authorization

This Agreement (total page count listed below, together with Attachments and Exhibits identified within) constitutes the entire agreement between Consultant and Client and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representations, effective as of the Effective Date listed below.

Further, Client's signature below represents Authorization to Proceed with the work outlined above in accordance with this proposal including the Terms and Conditions.

The Kleingers Group, Inc.

SIGNED

Lynne Nischwitz, PLA, ASLA, CLARB

PRINTED

Director of Landscape Architecture

TITLE

July 7, 2022

DATE SIGNED

Sycamore Township

SIGNED

PRINTED

TITLE

DATE SIGNED / AGREEMENT "EFFECTIVE DATE":