

First Reading: December 6, 2022
Second Reading: dispensed

RESOLUTION 2022- 118

**A RESOLUTION AUTHORIZING A CONTRACT WITH CHOICE ONE
ENGINEERING CORP. FOR ENGINEERING SERVICES AND AUTHORIZING AN
LPA FEDERAL LOCAL-LET CONSULTANT AGREEMENT, DISPENSING WITH A
SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Township Trustees is making improvements to sidewalks in the Township (the “Kemper Road Sidewalk (HAM CR 266 14.97, PID 117220) 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 “Kemper Road Sidewalk (HAM CR 266 14.97, PID 117220) Project”; and

WHEREAS, the Board of Township Trustees desires to approve an LPA Federal Local-Let Consultant Agreement (Agreement No. 38438) between Sycamore Township, and Choice One Engineering, Corp for the engineering services for the “Kemper Road Sidewalk (HAM CR 266 14.97, PID 117220) Project”; and

WHEREAS, the Board of Trustees desires to proceed with the sidewalk improvements and to contract with Choice One Engineering, Corp. for engineering services for the “Kemper Road Sidewalk (HAM CR 266 14.97, PID 117220) Project”;

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

SECTION 1. The attached proposal from Choice One Engineering, Corp. along with the attached LPA Federal Local-Let Consultant Agreement (Agreement No.38438) is hereby approved, and the Township Administrator is hereby authorized and directed to contract with Choice One Engineering, Corp. to provide the engineering and survey services for the “Kemper Road Sidewalk (HAM CR 266 14.97, PID 117220) Project”.

SECTION 2. The contract price for the Engineering Services is not to exceed \$139,156.00.

SECTION 3. The Trustees of Sycamore Township upon at least a majority vote do hereby dispense with the requirement that this resolution be read on two separate days, and hereby authorize 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.


VOTE RECORD:

Mr. James AYE Ms. Schwegmann AYE Mr. Weidman AYE


PASSED at the meeting of the Board of Trustees this 6th day of December 2022.



Thomas J. Weidman, Chairman



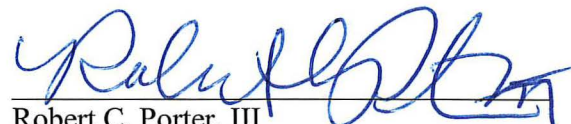
Tracy Schwegmann, Vice Chairman



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 6th day of December 2022.



Robert C. Porter, III
Sycamore Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Law Director



Date

October 20, 2022

Attention

Tracy Kellums
Township Administrator
tkellums@sycamoretownship.org

Address

Sycamore Township
8540 Kenwood Road
Sycamore Township, OH 45236

Subject

Agreement for Professional Services
E. Kemper Road Sidewalk (HAM-CR266-14.97, PID 117220)
HAM-SYC-2209

Dear Mr. Kellums:

Choice One Engineering Corporation appreciates the opportunity to provide services for the E. Kemper Road Sidewalk Project.

This Agreement is by and between Sycamore Township, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 56 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

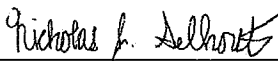
Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Sycamore Township

Authorized Signature

Date

Choice One Engineering Corporation

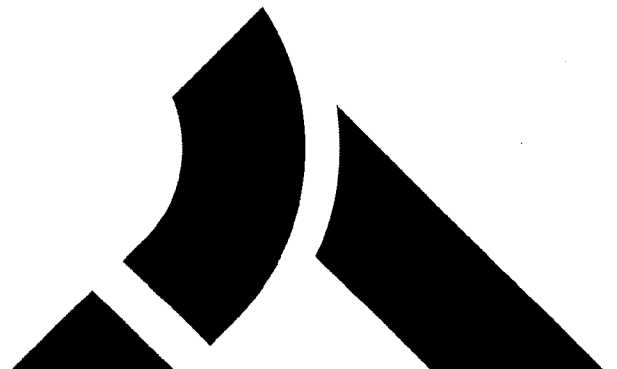


Nicholas J. Selhorst, P.E., Project Manager

10/20/2022
Date

W. Central Ohio/E. Indiana
440 E. Hoewisher Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky
8956 Glendale Milford Rd., Suite 1
Loveland, OH 45140
513.239.8554 Phone



Scope of Services

Project Snapshot

Choice One intends to provide construction plans for the construction of a sidewalk on E. Kemper Road from CHCA to Baen Road.

Project Details

- See attached map for project area. Sidewalk will be added on one side of E. Kemper Road in various areas (light blue line) between CHCA's driveway and Baen Road.
- Project is being partially funded by an OKI Transportation Alternatives grant.
- Ramps and sidewalk will be setup on Solzman and Baen for future sidewalk extensions.
- ODOT is requesting a mid-block crossing study near Kemperknoll Lane and that is included in this scope.
- Sidewalk will be installed attached to the curb and will be either 7' or 8' wide from face of curb depending on R/W impacts. The intent is to not have a curb lawn anywhere. The project limits are considered commercial and per the MDG the minimum curb attached sidewalk width is 8'. If 7' sidewalk is selected after survey and Stage 1, documentation (cost, ROW impact, utility, geotechnical differences) must be provided as justification.
- Sidewalk will go through existing driveways at 1.56% max cross slope and then driveways will tie back in with existing material.
- ADA-compliant curb ramps will be installed at all intersections with sidewalk.
- The traffic signal at Northlake Drive will be modified to add pedestrian heads and a new crosswalk.
- No paving work on E. Kemper Road is included in this project scope.
- Material and construction standards will be covered by general notes and specifications.
- The design will utilize vegetated filter strips for the post-construction stormwater BMP. See LPA scope for more detail.
- Lighting will be designed on signals at Northlake and Goldcoast.
- Choice One will contact affected utility companies directly to request basemaps to confirm the utilities marked by OUPS. Electric, telephone, cable, and gas will be relocated by the appropriate company, if necessary. Prior to Stage 1 submittal, Choice One will flag potential utility relocations and impacts for Township for discussion.
- Plans will be designed to Ohio Department of Transportation (ODOT) and Hamilton County standards and specifications.
- Maintenance of Traffic will be covered by general notes and standard drawings. Traffic will be maintained.
- No geotechnical report is included in this original scope. A geotechnical report will only be needed in areas with retaining walls over 4' tall, and it is unknown if any of those will be needed at this time. If one is required, Choice One will submit agreement amendment to Client. No walls over 4' tall are anticipated though.
- Environmental document will be done by Choice One subconsultant. See attached scope for more details.
- Choice One will assist the Client with public bidding procedures. Bid opening to be held at Township office with bid documents compiled by Choice One.
- Project will be Local Let. All construction administration and construction observation will be done by Township staff.
- No R/W plans or acquisition are included in this initial scope. Once Stage 1 plans are submitted and the number of parcels is known, an agreement amendment will be sent for that work.
- Construction is estimated to be approximately \$800,000 - \$900,000.

"Choice One will conduct services as set forth in the LPA Scope of Services Form from the Scope of Services Meeting on 7/12/2022 (copy attached); and as described further in detail in this agreement, and as defined in the Ohio Department of Transportation's Specifications for Consulting Services, 2019 Edition."

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 50' beyond right-of-way for both sides including utilities and drainage.
- f. Provide path cross-sections every 50', at driveways, and other critical areas.
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. The location of existing right-of-way lines is anticipated to be a factor for the project design. Boundary resolution of the properties along the route will be completed to show location of existing right-of-way lines and adjacent property lines based on existing monumentation, plats, deeds, and other readily available information.
- j. Provide one (1) foot contour intervals.
- k. Completed topographic survey shall be provided in AutoCAD format.

2. Environmental Document

- a. See attached scope from S&ME for specific environmental work based on ODOT's LPA form.

3. Construction Bidding Procedures

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One's office with the cost to be reimbursed to Choice One by contractor's purchase of plans and documents.
- b. Provide assistance in the bidding process including answering questions during the bidding phase from the Client, contractors, and suppliers, including material alternatives and intent of the plans, general notes, and specifications.
- c. Process addenda, if necessary.
- d. Attend bid opening.
- e. Review bids and contractor qualifications.
- f. Prepare bid tabulations.
- g. Check System for Award Management (SAM) database prior to award to ensure contractor is not suspended or debarred.
- h. Check Ohio Auditor of State's website for unresolved findings.
- i. Prepare contracts for successful bidder.
- j. Attend preconstruction meeting.

4. Construction Plans

- a. Design construction plans to include:
 - i. Title Sheet
 - ii. Schematic Plan
 - iii. Typical Sections
 - iv. Site Plan to Develop Storm Water Pollution Prevention Plan
 - v. General Notes and Details, including short retaining wall details
 - vi. Intersection Details
 - vii. General Summary and Engineer's Estimate
 - viii. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - ix. Retaining Wall Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - x. Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
 - xi. Maintenance of Traffic Notes and Details

- xii. Pavement Markings and Signage Plan
- xiii. Traffic Control Notes, Details and Plans
- xiv. Traffic Signal/Lighting Plan (Ped Heads and Lighting)
- b. Submit plans to ODOT for Stage 1, 2, 3, and Final Tracings for review and approval.
- c. Mid-block crossing analysis at Kemperknoll
- d. Stormwater BMP design, approved by ODOT.
- e. Field walk project route prior to Stage 1 plans submittal.
- f. Attend one public meeting.
- g. A Storm Water Notice of Intent (NOI) will need to be submitted to the Ohio Environmental Protection Agency (OEPA) for review and approval. Fees paid by Township.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Traffic Impact Studies
2. Construction Layout Staking
3. Construction Bidding Procedures
4. Record Drawings

Client Responsibilities

- Payment of all agency-related fees.
- Provide Storm Water Notice of Termination.
- Provide benchmark data, traverse data, and related notes, if available.
- Provide property and/or right-of-way information, if available.
- Provide any available existing plans.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

Preliminary/Environmental Engineering

Topographic Survey	\$23,129.00
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Environmental Document	\$10,394.00
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Preliminary Construction Plans (Up to Stage 2 Submittal)	\$82,278.00
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Preliminary/Environmental Engineering Subtotal	\$115,801.00
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Final Engineering

Final Construction Plans (Up to Final Tracings)	\$19,205.00
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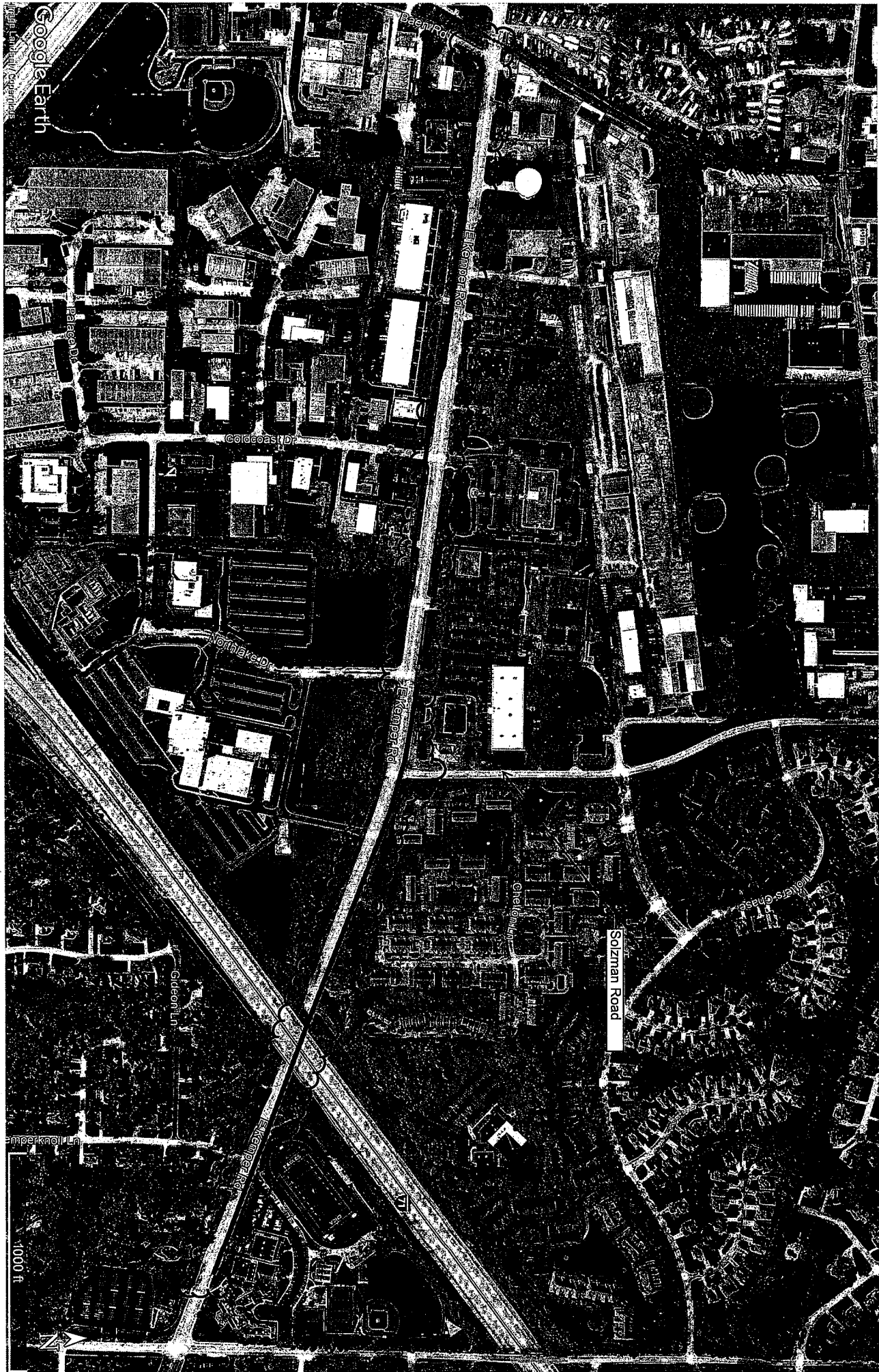
Construction Bidding Procedures	\$4,150.00
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Final Engineering Subtotal	\$23,355.00
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<u>Grand Total</u>	<u>\$139,156.00</u>
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Schedule

Choice One will meet or exceed the attached ODOT Ellis schedule after receipt of an executed Agreement.



LPA SCOPE OF SERVICES

A. Project Identification

County	Hamilton	Route	CR 266 Kemper Road	Section	14.97
Project sponsor / Maintenance responsibility:			Sycamore Township		
Local Let	X	ODOT Let			
Field review date:	7/12/22	Scope meeting date:	7/12/22		
Highway Functional Classification		Minor Arterial			
PID	117220				
Fiscal Year	2025 (construction)		Proposed sale date:	Q4 FY 25	

B. Design Standard

AASHTO; ODOT (see ODOT's Multimodal Design Guide); HAMILTON COUNTY ENGINEERS OFFICE (CR-266, no standards in particular identified at scoping)
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LPA must identify and attach any locally developed design standards proposed for the project for review and acceptance by the ODOT District.

C. Project Description

Purpose and Need:	This project proposes the installation of sidewalks along East Kemper Road. Additionally, this project will install ADA compliant curb ramps at intersections and pavement markings for pedestrian crossings. By installing sidewalks, curb ramps, and adding pedestrian heads to traffic signals in these locations, pedestrian safety and accessibility to businesses, schools and parks will be greatly enhanced. Additionally, this project will tie into existing sidewalks along the project when applicable to further increase pedestrian safety, access, and walkability for the locations listed above.
Project Description:	Provide a 7 foot wide sidewalk (face of curb to back of walk) along CR 266 between Baen Road and Snider Road, mainly on one side of the road. Locations see logical termini below. Township to consider an 8' wide walk (recommended for commercial settings in ODOT's Multimodal Design Guide).
Prior studies / plan (identify):	Sycamore Township 2030 Land Use Plan

Estimated Project Length: (limits of physical work)				6100'
Work Length: (project length & approach work, e.g. MOT signage)				7100'
Alignment	Existing	X (CR 266)	New	X (sidewalk)
Profile	Existing	X (CR 266)	New	X (sidewalk)
Logical Termini: (w/explanation)		<p>Beginning at Baen Road, south side of C R 266, to the existing sidewalk at intersection of Goldcoast Drive; thence continuing with sidewalk to Northlake Drive; thence crossing the Northlake Drive intersection to the north side of C R 266, and continuing with sidewalk to tie into the existing sidewalk near the intersection of Snider Road (Approximately 6100').</p> <p>Beginning at 8161 East Kemper Road (CR 266) and thence continuing to tie into the existing sidewalk near the intersection of Snider Road (Approximately 850').</p>		

D. Typical Sections

Existing:

Width:	Pavement	Varies	Graded Shoulder		Treated Shoulder	
R/W	80'					
Bridge	face to face of rails	N/A		toe to toe of parapets	N/A	
Curbs	Yes	X (Type 6)	No			
Curb ramps	Yes	X	No	ADA Compliant		
Sidewalks	Yes	X	No	Comment	Limited Areas	
Guardrail	Yes		No	X	Type	

Existing Signals:	Yes:	X	No:		Number: 2
Locations:	At Gold Coast Dr, Northlake Dr				
Ex. Warrants?:	N/A				

Proposed:

Width:	Pavement	Varies	Graded Shoulder		Treated Shoulder	
Bridge	face to face of rails	N/A		toe to toe of parapets		

Median:	Yes		No	X	Type	
Curbs:	Yes	X	No		Type	6 (replace in some locations as needed)
Curb ramps:	Yes	X	No		Comment	ADA Compliant (verify that existing ramps are ADA compliant also)
Sidewalks	Yes	X	No		Comment	7' wide (face of curb to back of walk), consider 8' (see project description)
Guardrail	Yes		No	X	Type	

Proposed Signals:	Yes:	X	No:		Number:	
Locations:	Goldcoast Dr. & Northlake Dr.					
Warrants:						
ITS Coordination (CFR 940):	Major ITS:		Minor ITS:		Non-ITS:	X
Procedures for CFR 940 ITS Compliance follow Part 13 to ODOT Traffic Engineering Manual						
Comments:	Add pedestrian signal heads (countdown recommended) and new pushbuttons on pedestals. Adjust signal phasing as necessary when ped phases are added.					

Opportunities for Safety Improvements

Crash History/Potential Countermeasures	
Township should consider whether mid-block crossings may be warranted in locations where pedestrians may choose to cross regularly. Coordination with HCEO would be necessary for any locations identified. Consider lighting at intersections with pedestrian crossings if lighting does not currently exist.	

Supplemental Information

ADT	15064 vpd	Design ADT	Not provided
DHV	Not provided	Certified Traffic	Not required
T24	Not provided		
Design Speed	40 MPH	Legal Speed	40 MPH
Comments:	Forecasted traffic will likely not be needed for any design elements.		

E. Right-of-Way

Right-of-Way Plan:	Yes	X	No	
Approximate # of Parcels:	7			

Relocations:	Yes		No	X
Railroad Involvement:	Yes		No	X
Railroad Name:	N/A			
Encroachments:	TBD			
Airway Highway Clearance:	Yes		No	X
Airport Name	N/A			
Comments:	None			

Note: Provide a footprint of proposed and existing right of way limits as soon as available to District Env. Coordinator and District Real Estate Administrator.

Caution: Environmental needs to be clear prior to the beginning of right of way acquisition. A Local, utilizing their own monies, assumes many risks by proceeding with acquisition prior to environmental being cleared. These risks include purchasing r/w that may never be used for the project and purchasing a site that contains the need for a hazardous waste cleanup.

F. Utilities

Aerial:

Phone	Yes	X	No		Company	Altafiber (Cinti Bell)
Cable	Yes	X	No		Company	Spectrum
Power	Yes	X	No		Company	Duke

Buried:

Phone	Yes	X	No		Company	Altafiber (Cinti Bell)	
Cable	Yes	X	No		Company	Spectrum	
Power	Yes	X	No		Company	Duke	
Gas	Yes	X	No		Company	Duke	
Pipelines	Yes	X	No		Company	Duke	
Water	Yes	X	No		Private	Public	X
Sanitary Sewer	Yes	X	No		Private	Public	X
Storm Sewer	Yes	X	No		Private	Public	X
Other	TBD						
Comments	Township responsible for utility coordination and any relocation that may be necessary for the project.						

- G. **Structure Requirements - N/A (no structure impacts anticipated) There appears to be enough room to construct the sidewalk in front of the existing bridge piers (I-71 overhead bridges).**

H. Design Exception(s) required

Yes		No	X	Possible	None
Explain:		N/A			

I. Traffic Control (Permanent)

Signing:	Yes	X	No		Remarks	Pedestrian, may need to relocate existing signs to accommodate walk
Striping:	Yes	X	No		Remarks	High visibility crosswalks
Lighting:	Yes	TBD	No		Remarks	TBD at signals with ped crossings
RPM's:	Yes		No	X	Remarks	

J. Maintenance of Traffic

Detour		Part Width	X
Remarks:	Partial Lane Closure/Shift as necessary		
Maintenance of Pedestrian and Bicycle Traffic:	Yes	X	No
Remarks:	Pedestrian Access To be maintained		

K. Driveways

Yes	X	No		Type	Commercial and residential, removal of old driveway west of I-71 bridges
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L. Project Funding

Project Cost Estimate:	\$1,107,792				
Sources of Funding:	Federal (safety); Local				
Quantity splits required:	Yes		No	X	
Comments:					
Coordination with Concurrent Projects:	Yes		No	X	
Comments:					

Detailed Cost Estimates and Participation:

	Federal Funds/Percent Split		Local Funds/Percent Split	
PE	\$144,000	90%	\$16,000	10%

RIGHT OF WAY	\$81,000	90%	\$9,000	10%
UTILITIES		0%		
CONSTRUCTION	\$721,620	90%	\$80,180	10%
CONST ENGINEERING		0%		100%
TOTAL	\$946,620		\$105,180	

M. Environmental

Scope of the Proposed Action /Involvement with Resources:				
<p>These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies.</p> <p>Additional information regarding these items can be found on the Office of Environmental Services - Environmental Tool Kits webpage at http://www.dot.state.oh.us/Divisions/Planning/Environment/training/Pages/Toolkits.aspx</p>				
	Not required	Required	Responsibility	Comments
Tentative CE Level <u>C2</u>		X	Sycamore Township	
Purpose and Need Statement	X			
Section 106 Scoping Request Form		X	ODOT District 8	
Cultural Resource Phase 1	X			
Cultural Resource Phase II	X			
Mitigation	X			
Cultural Resource Section 4(f)	X			
Data Recovery Plan-Documentation for Consultation	X			
Section 4(f)/6(f)-Park/Recreation	X			
Ecological Survey Level 1		X	Sycamore Township	Clear using Eco Exempt Form if applicable
Ecological Survey Level 2	X			
Wetland Survey	X			
Section 9/Section 10 Stream	X			
404 NWP-Army Corps of Engineers	X			
404 PCN-Army Corps of Engineers	X			
404 Individual Permit-Army Corps of Engineers	X			
401 OEPA Certification Application	X			
Coast Guard Coordination	X			

ODNR Coastal Zone	X			
Scenic River	X			
Farmland Screening or FCIR		X	Sycamore Township	Document that project meets ODOT's Farmland MOU
Public Involvement		X	Sycamore Township	Letters to adjacent property owners, public services, EMS providers, schools
Public Meeting/Hearing	X			
Regulated Material Review Screening		X	Sycamore Township	
RMR Assessment / Investigation		TBD	Sycamore Township	Pending results of the RMR Screening
Drinking Water Resources		X	Sycamore Township	Prepare mapping & develop plan notes, if applicable
Flood Plain/Flood Way		X	Sycamore Township	Follow OES Floodplain Management Guidelines
Underserved Populations		X	Sycamore Township	Follow OES UP Guidance
Noise Study		X	Sycamore Township	Document that project does not warrant a noise analysis using OES flow charts
Air Quality		X	Sycamore Township	Document that an air quality analysis is not required using OES flow charts

Asbestos Inspection Required:	Yes		No	X
Comment	N/A			

Any Known Environmental Concerns (ex. historic properties on National Register, wetlands, underground storage tanks, stream relocation):

Tree clearing restrictions may apply pending results of the eco field work and coordination with resource agencies.

N. Roles / Responsibilities

Construction plan development: (ODOT Prequalified Consultant must be used if not being prepared in house by LPA)	ODOT Prequalified Consultant
Proposal/Specification Development:	ODOT Prequalified Consultant & Sycamore Township
LPA Agreement:	ODOT & Sycamore Township

Form and preliminary legislation:	Sycamore Township (authorizing City Manager to sign LPA Agreement)
Advertising and award of contract:	Sycamore Township
Construction inspection:	LPA & ODOT Prequalified Consultant for CE
R/W plan development:	ODOT Prequalified Consultant
R/W acquisition / appraisals:	ODOT Prequalified Consultants
Utility coordination & relocation:	Sycamore Township

O. Field Review

Date:	7/12/22
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REPRESENTATIVES PRESENT: *See attached sign-in sheet.*

Other Comments/Requirements:	Post construction BMPs are required if there
	Is greater than 1 acre of earth disturbed area. If all of the EDA is related to ped.
	Facilities, then narrow Vegetated Filter Strips are the best option. No other drainage
	Calculations appear to be needed since Kemper is already curbed. If any culverts get
	Extended, calculations will not be necessary - just match type, size, and material.
	Requirements of ODOT's Specifications for Geotechnical Explorations (SGE) manual
	apply.

schedule has since been updated. see Ellis for current schedule

P. Project Schedule

Milestone	SY (Qtr)	Complete	Date
1 Initial Project Scope Complete	2023 (Q1)	✓	07/12/2022
1 LPA Scope of Services Document	2023 (Q1)	✓	07/12/2022
1 Authorized Design Consultant	2023 (Q1)	—	09/01/2022
1 Stage 1 Plans - Submitted	2023 (Q3)	—	01/27/2023
1 Preliminary R/W Plans - Submitted	2023 (Q3)	—	01/27/2023
1 NEPA Start Date	2023 (Q3)	—	02/10/2023
1 Stage 1 Plans - Complete	2023 (Q3)	—	03/03/2023
1 Preliminary R/W Plans - Approved	2023 (Q3)	—	03/03/2023
1 Final R/W Plans Submitted	2024 (Q1)	—	08/04/2023
1 Stage 2 Plans - Submitted	2024 (Q1)	—	08/04/2023
1 Final R/W Plans - Approved	2024 (Q1)	—	09/15/2023
1 Stage 2 Plans - Complete	2024 (Q1)	—	09/15/2023
1 Environmental Document Approved	2024 (Q2)	—	11/10/2023
1 R/W Authorized	2024 (Q2)	—	12/15/2023
1 Stage 3 Plans - Submitted	2024 (Q4)	—	06/14/2024
1 Stage 3 Plans - Complete	2025 (Q1)	—	07/26/2024
1 R/W Acquisition Complete	2025 (Q2)	—	12/13/2024
1 Tracings Complete	2025 (Q2)	—	12/16/2024
1 Local Let PS&E Package to District	2025 (Q2)	—	12/16/2024
1 District R/W Certification	2025 (Q2)	—	12/18/2024
1 Final Tracings - Approved	2025 (Q3)	—	01/16/2025
1 Plan Package Received in C.O.	2025 (Q3)	—	01/17/2025
1 Sale	2025 (Q3)	—	03/17/2025
1 Award	2025 (Q4)	—	04/17/2025
1 Estimated Begin Construction	2025 (Q4)	—	06/02/2025
1 Estimated End Construction	2026 (Q1)	—	09/02/2025

PROPOSAL LABOR SUMMARY								Version: Sept 2021	
C-R-S									
Consultant:	Choice One Engineering								
Agreement No.	HAM-SYC-2209								
Modification No.									
PID No.	117220								
Proposal Date	9/26/2022								
		No. of Units	Professional Engineer	Project Engineer	Designer	Professional Surveyor	Field Surveyor	Total	
Task Description			\$52.65	\$33.15	\$35.00	\$46.00	\$24.00	Hours	Cost
2 - Preliminary Engineering Phase									
2.3 - AER Design									
2.3.A - Field Survey and Aerial Mapping									
2.3.A.B - Monumentation recovery									
2.3.A.B.1 - Existing Centerline and R/W	1.2						30	30	\$720
2.3.A.C - Base Mapping (Incl. field verify.)									
2.3.A.C.2 - R/W Project	1.2						150	150	\$3,600
2.3.A.F - Establish property lines, tax id, & ownerships on base map	20					60		60	\$2,760
2.3.A.G - Property Owner Notification						2		2	\$92
TOTAL 2.3 - AER Design								242	\$7,172
2.6 - Public Involvement/Coordination									
2.6.A - Public Involvement / Coordination			6	6				12	\$515
TOTAL 2.6 - Public Involvement/Coordination								12	\$515
2.7 - Stage 1 Design									
2.7.A - Roadway									
2.7.A.A - Title Sheet	1			8				8	\$265
2.7.A.B - Schematic Plan	1			20				20	\$663
2.7.A.C - General Notes	1			4				4	\$133
2.7.A.D - Typical Sections	1	6						6	\$316
2.7.A.E - Cross Sections	240			120				120	\$3,978
2.7.A.F - Plan and Profile - Mainline	12	24		60				84	\$3,253
2.7.A.J - Intersection Details	4	6		6				12	\$515
2.7.A.N - Traffic Control	6	15		15				30	\$1,287
2.7.B - Drainage									
2.7.B.D.3 - Storm Sewer	60	30						30	\$1,580
2.7.B.E - BMP Design	60	30						30	\$1,580
2.7.C - Utilities									
2.7.C.A - Utility Coordination and Documentation	1	4		4				8	\$343
2.7.H - Prepare C2 Costs, Estimates and Update Milestones									
2.7.H.A - Roadway/Interchange Costs	1	12		12				24	\$1,030
2.7.I - Lighting Plans	1	4						4	\$211
2.7.J - Maintenance of Traffic									
2.7.J.D - MOT Coordination	1	4						4	\$211
TOTAL 2.7 - Stage 1 Design								384	\$15,962
2.8 - Project Management for Preliminary Engineering Phase									
2.8.A - Meetings	2	8		8				16	
2.8.B - General Oversight	1	10						10	
TOTAL 2.8 - Project Management for Preliminary Engineering Phase								26	\$0
Total - 2 Preliminary Engineering Phase								664	\$23,049

C-R-S		PROPOSAL LABOR SUMMARY							Version: Sept 2021	
Consultant:	Choice One Engineering									
Agreement No.	HAM-SYC-2209									
Modification No.										
PID No.	117220									
Proposal Date	9/26/2022									
Task Description	No. of Units	Professional Engineer	Project Engineer	Designer	Professional Surveyor	Field Surveyor	Total			
		\$52.65	\$33.15	\$35.00	\$46.00	\$24.00	Hours	Cost		
3 - Environmental Engineering Phase										
3.3 - Stage 2										
3.3.A - Roadway										
3.3.A.A - Title Sheet	1	4					4	\$211		
3.3.A.B - Schematic	1	4					4	\$211		
3.3.A.C - General Notes	1	8					8	\$421		
3.3.A.D - Typical Sections	1	2					2	\$105		
3.3.A.E - Plan and Profile - Mainline	12	12	30				42	\$1,626		
3.3.A.H - Cross Sections	240		60				60	\$1,989		
3.3.A.I - Intersection Details	4	4					4	\$211		
3.3.B - Drainage										
3.3.B.E - BMP Details	60	10					10	\$527		
3.3.C - Traffic Control										
3.3.C.A - Pavement Marking Plan	6	4	4				8	\$343		
3.3.C.B - Signing Plan	6	4	4				8	\$343		
3.3.D - Signals & ITS										
3.3.D.A - Signal Plan Sheets	2	16					16	\$842		
3.3.E - Maintenance of Traffic										
3.3.E.A - MOT General Notes	1	2	2				4	\$172		
3.3.F - Lighting Plans										
3.3.F.A - Lighting Analysis	1	10					10	\$527		
3.3.J - Utilities										
3.3.J.A - Utility Coordination and Documentation		4					4	\$211		
TOTAL 3.3 - Stage 2							184	\$7,738		
3.4 - Right of Way Plans										
3.4.A Conceptual Right of Way Plan Review										
3.4.B - Preliminary Right of Way Plans										
3.4.B.A - Legend Sheet										
3.4.B.B - Centerline Survey Plat										
3.4.B.C - Property Map										
3.4.B.D - Summary of Additional Right of Way										
3.4.B.E - Detailed ROW Plan Sheets										
3.4.B.F - Special Plats										
3.4.B.G - Legal Descriptions and Closure Calculations										
3.4.B.H - Right-of-Way Acquisition Estimate										
3.4.B.I - Field Review										
3.4.C - Final Right of Way Plans										
3.4.C.A - Final Right of Way Plans										
3.4.C.B - Field Review & Verify Property Owners										
3.4.C.C - Record Centerline Plat and all appropriate documents										
3.4.C.D - Set R/W Pins after acquisition										
TOTAL 3.4 - Right of Way Plans										

C-R-S		PROPOSAL LABOR SUMMARY							Version: Sept 2021	
Consultant:	Choice One Engineering									
Agreement No.	HAM-SYC-2209									
Modification No.										
PID No.	117220									
Proposal Date	9/26/2022									
		No. of Units	Professional Engineer	Project Engineer	Designer	Professional Surveyor	Field Surveyor		Total	
Task Description			\$52.65	\$33.15	\$35.00	\$46.00	\$24.00		Hours	Cost
3.5 - Prepare Environmental Document										
3.5.A - Prepare Environmental Document									0	\$0
TOTAL 3.5 - Prepare Environmental Document									0	\$0
3.6 - Environmental Commitments and Plan Notes										
3.6.A - Environmental Commitment Plan Notes			2	2					4	\$172
TOTAL 3.6 - Environmental Commitments and Plan Notes									4	\$172
3.8 - Prepare Cost Estimates and Revise Milestone										
3.8.A - Roadway/Interchange Costs		1	10	10					20	\$858
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone									20	\$858
3.9 - Project Management for Environmental Engineering Phase										
3.9.A - Meetings		1	4	4					8	\$343
3.9.B - General Oversight		1	10						10	\$527
TOTAL 3.9 - Project Management for Environmental Engineering Phase									18	\$870
Total - 3 Environmental Engineering Phase									226	\$9,637
4 - Final Engineering and R/W Phase										
4.2 - Stage 3 Detailed Design Plans										
4.2.A - Quantities and Notes										
4.2.A.M - General Summary Sheet/Estimated Quantities		2	18	18					36	\$1,544
4.2.A.P - General Notes		1	4						4	\$211
4.2.A.R - Lighting Notes		1	8						8	\$421
4.2.B - Traffic Signal Plans & ITS Plans										
4.2.B.A - Wiring diagram & pole orientation		1	4	4					8	\$343
4.2.C - Signing Plans										
4.2.C.A - Signing Plans		6	6	6					12	\$515
4.2.D - Miscellaneous										
4.2.D.C - Project Site Plan		1	4	4					8	\$343
4.2.E - Lighting Plans										
4.2.E.A - Lighting Details		1	8						8	\$421
TOTAL 4.2 - Stage 3 Detailed Design Plans									84	\$3,799
4.3 - Prepare Cost Estimates and Revise Milestone										
4.3.A - Roadway/Interchange Costs		1	8	8					16	\$686
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone									16	\$686
4.4 - Final Plan Package										
4.4.A - Submission of Final Tracings and Documentation		75	8	8					16	\$686
TOTAL 4.4 - Final Plan Package									16	\$686

C-R-S		PROPOSAL LABOR SUMMARY							Version: Sept 2021	
Consultant:	Choice One Engineering									
Agreement No.	HAM-SYC-2209									
Modification No.										
PID No.	117220									
Proposal Date	9/26/2022									
		No. of Units	Professional Engineer	Project Engineer	Designer	Professional Surveyor	Field Surveyor	Total		
Task Description			\$52.65	\$33.15	\$35.00	\$46.00	\$24.00	Hours	Cost	
4.5 - Project Management for Final Engineering and Right of Way Phase										
4.5.A - Meetings		1	3	3				6	\$257	
4.5.B - General Oversight		3	10					10	\$527	
TOTAL 4.5 - Project Management for Final Engineering and Right of Way/Phase								16	\$784	
4.6 - Pre-Bid Activities										
4.6.A - Bidding Services			15	15				30	\$1,287	
TOTAL 4.6 - Pre-Bid Activities								30	\$1,287	
TOTAL - Final Engineering Phase								162	\$7,242	
5 - Construction Phase										
5.1 - On-going Services during Construction										
5.1.A - On-going Services During Construction								0		
TOTAL 5.1 - On-going Services during Construction								0		
TOTAL - Construction Phase								0		
TOTAL AUTHORIZED PARTS								1052	\$39,928	
IF-AUTHORIZED TASKS:										
TOTAL IF-AUTHORIZED PARTS										
GRAND TOTAL								1052	\$39,928	

C-R-S		0										Version: Sept 2021
Consultant:		Choice One Engineering										
Agreement No.		HAM-SYC-2209										
Modification No.		0										
PID No.		117220										
Proposal Date		9/26/2022										
		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total	
Task Description		Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost			
2 - Preliminary Engineering Phase												
2.3 - AER Design												
2.3.A - Field Survey and Aerial Mapping												
2.3.A.B - Monumentation recovery												
2.3.A.B.1 - Existing Centerline and R/W												
2.3.A.C - Base Mapping (incl. field verify.)												
2.3.A.C.2 - R/W Project												
2.3.A.F - Establish property lines, tax id, & ownerships on base map												
2.3.A.G - Property Owner Notification												
TOTAL 2.3 - AER Design												
2.6 - Public Involvement/Coordination												
2.6.A - Public Involvement / Coordination												
TOTAL 2.6 - Public Involvement/Coordination												
2.7 - Stage 1 Design												
2.7.A - Roadway												
2.7.A.A - Title Sheet												
2.7.A.B - Schematic Plan												
2.7.A.C - General Notes												
2.7.A.D - Typical Sections												
2.7.A.E - Cross Sections												
2.7.A.F - Plan and Profile - Mainline												
2.7.A.J - Intersection Details												
2.7.A.N - Traffic Control												
2.7.B - Drainage												
2.7.B.D.3 - Storm Sewer												
2.7.B.E - BMP Design												
2.7.C - Utilities												
2.7.C.A - Utility Coordination and Documentation												
2.7.H - Prepare C2 Cost Estimates and Update Milestones												
2.7.H.A - Roadway/Interchange Costs												
2.7.I - Lighting Plans												
2.7.J - Maintenance of Traffic												
2.7.J.D - MOT Coordination												

C-R-S		0		PROPOSAL COST SUMMARY							Version: Sept 2021		
Consultant:	Choice One Engineering												
Agreement No.	HAM-SYC-2209					State Average Overhead Rate		156.68%					
Modification No.	0					Consultant Overhead Rate:		194.24%					
PID No.	117220					Cost of Money:		0.01%					
Proposal Date	9/26/2022					Net Fee Percentage:		11%					
				No. of Units	Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
Task Description													
TOTAL - 2.7 - Stage 1 Design						384	\$15,362	\$29,839	\$2			\$4,337	\$49,540
2.8 - Project Management for Preliminary Engineering Phase													
2.8.A - Meetings					\$0.00	16	\$0	\$0	\$0			\$0	\$0
2.8.B - General Oversight					\$0.00	10	\$0	\$0	\$0			\$0	\$0
TOTAL 2.8 - Project Management for Preliminary Engineering Phase						26	\$0	\$0	\$0			\$0	\$0
Total - 2 Preliminary Engineering Phase						664	\$23,049	\$44,770	\$2			\$6,508	\$74,329
3 - Environmental Engineering Phase													
3.3 - Stage 2													
3.3.A - Roadway													
3.3.A.A - Title Sheet					\$52.65	4	\$211	\$409	\$0			\$59	\$679
3.3.A.B - Schematic					\$52.65	4	\$211	\$409	\$0			\$59	\$679
3.3.A.C - General Notes					\$52.65	8	\$421	\$818	\$0			\$119	\$1,358
3.3.A.D - Typical Sections					\$52.65	2	\$105	\$205	\$0			\$30	\$340
3.3.A.E - Plan and Profile - Mainline					\$38.72	42	\$1,626	\$3,159	\$0			\$459	\$5,245
3.3.A.H - Cross Sections					\$33.15	60	\$1,989	\$3,863	\$0			\$562	\$6,414
3.3.A.I - Intersection Details					\$52.65	4	\$211	\$409	\$0			\$59	\$679
3.3.B - Drainage													
3.3.B.E - BMP Details					\$52.65	10	\$527	\$1,023	\$0			\$149	\$1,698
3.3.C - Traffic Control													
3.3.C.A - Pavement Marking Plan					\$42.90	8	\$343	\$667	\$0			\$97	\$1,107
3.3.C.B - Signing Plan					\$42.90	8	\$343	\$667	\$0			\$97	\$1,107
3.3.D - Signals & ITS													
3.3.D.A - Signal Plan Sheets					\$52.65	16	\$842	\$1,636	\$0			\$238	\$2,717
3.3.E - Maintenance of Traffic													
3.3.E.A - MOT General Notes					\$42.90	4	\$172	\$333	\$0			\$48	\$553
3.3.F - Lighting Plan													
3.3.F.A - Lighting Analysis					\$52.65	10	\$527	\$1,023	\$0			\$149	\$1,698
3.3.J - Utilities													
3.3.J.A - Utility Coordination and Documentation					\$52.65	4	\$211	\$409	\$0			\$59	\$679

C-R-S		0 PROPOSAL COST SUMMARY										Version: Sept 2021
Consultant:		Choice One Engineering										
Agreement No.		HAM-SYC-2209										
Modification No.		0										
PID No.		117220										
Proposal Date		9/26/2022										
		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total	
Task Description				Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost	
TOTAL 3.3 - Stage 2				184	\$7,738	\$15,030	\$1			\$2,185	\$24,953	
3.4 - Right of Way Plans												
3.4.A Conceptual Right of Way Plan Review												
3.4.B - Preliminary Right of Way Plans												
3.4.B.A - Legend Sheet												
3.4.B.B - Centerline Survey Plat												
3.4.B.C - Property Map												
3.4.B.D - Summary of Additional Right of Way												
3.4.B.E - Detailed ROW Plan Sheets												
3.4.B.F - Special Plats												
3.4.B.G - Legal Descriptions and Closure Calculations												
3.4.B.H - Right-of-Way Acquisition Estimate												
3.4.B.I - Field Review												
3.4.C - Final Right of Way Plans												
3.4.C.A - Final Right of Way Plans												
3.4.C.B - Field Review & Verify Property Owners												
3.4.C.C - Record Centerline Plat and all appropriate documents												
3.4.C.D - Set R/W Pins after acquisition												
TOTAL 3.4 - Right of Way Plans												
3.5 - Prepare Environmental Document												
3.5.A - Prepare Environmental Document			#DIV/0!	0	\$0	\$0	\$0	\$10,394	\$0	\$0	\$10,394	
TOTAL 3.5 - Prepare Environmental Document				0	\$0	\$0	\$0	\$10,394	\$0	\$0	\$10,394	
3.6 - Environmental Commitments and Plan Notes												
3.6.A - Environmental Commitment Plan Notes			\$42.90	4	\$172	\$333	\$0	\$0	\$0	\$48	\$553	
TOTAL 3.6 - Environmental Commitments and Plan Notes				4	\$172	\$333	\$0	\$0	\$0	\$48	\$553	
3.8 - Prepare Cost Estimates and Revise Milestone												
3.8.A - Roadway/Interchange Costs			\$42.90	20	\$858	\$1,667	\$0	\$0	\$0	\$242	\$2,767	
TOTAL 3.8 - Prepare Cost Estimates and Revise Milestone				20	\$858	\$1,667	\$0	\$0	\$0	\$242	\$2,767	
3.9 - Project Management for Environmental Engineering Phase												
3.9.A - Meetings			\$42.90	8	\$343	\$667	\$0	\$0	\$0	\$97	\$1,107	
3.9.B - General Oversight			\$52.65	10	\$527	\$1,023	\$0	\$0	\$0	\$149	\$1,698	
TOTAL 3.9 - Project Management for Environmental Engineering Phase				18	\$870	\$1,689	\$0	\$0	\$0	\$246	\$2,805	

C-R-S		PROPOSAL COST SUMMARY										Version: Sept 2021
Consultant:	Choice One Engineering											
Agreement No.	HAM-SYC-2209											
Modification No.	0											
PID No.	117220											
Proposal Date	9/26/2022											
		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total	
Task Description				Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost	
Total - 3 Environmental Engineering Phase				226	\$9,637	\$18,719	\$1			\$2,721	\$41,472	
4 - Final Engineering and R/W Phase												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.M - General Summary Sheet/Estimated Quantities												
			\$42.90	36	\$1,544	\$3,000	\$0			\$436	\$4,980	
4.2.A.P - General Notes												
			\$52.65	4	\$211	\$409	\$0			\$59	\$679	
4.2.A.R - Lighting Notes												
			\$52.65	8	\$421	\$818	\$0			\$119	\$1,358	
4.2.B - Traffic Signal Plans & ITS Plans												
4.2.B.A - Wiring diagram & pole orientation												
			\$42.90	8	\$343	\$667	\$0			\$97	\$1,107	
4.2.C - Signing Plans												
4.2.C.A - Signing Plans												
			\$42.90	12	\$515	\$1,000	\$0			\$145	\$1,660	
4.2.D - Miscellaneous												
4.2.D.C - Project Site Plan												
			\$42.90	8	\$343	\$667	\$0			\$97	\$1,107	
4.2.E - Lighting Plans												
4.2.E.A - Lighting Details												
			\$52.65	8	\$421	\$818	\$0			\$119	\$1,358	
TOTAL 4.2 - Stage 3 Detailed Design Plans				84	\$3,799	\$7,378	\$0			\$1,073	\$12,250	
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.A - Roadway/Interchange Costs												
			\$42.90	16	\$686	\$1,333	\$0			\$194	\$2,214	
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone				16	\$686	\$1,333	\$0			\$194	\$2,214	
4.4 - Final Plan Package												
4.4.A - Submission of Final Tracings and Documentation												
			\$42.90	16	\$686	\$1,333	\$0			\$194	\$2,214	
4.4 - Final Plan Package				16	\$686	\$1,333	\$0			\$194	\$2,214	
4.5 - Project Management for Final Engineering and Right of Way Phase												
4.5.A - Meetings												
			\$42.90	6	\$257	\$500	\$0			\$73	\$830	
4.5.B - General Oversight												
			\$52.65	10	\$527	\$1,023	\$0			\$149	\$1,698	
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase				16	\$784	\$1,523	\$0			\$221	\$2,528	

C-R-S		0		PROPOSAL COST SUMMARY							Version: Sept 2021	
Consultant:	Choice One Engineering											
Agreement No.	HAM-SYC-2209					State Average Overhead Rate	156.68%					
Modification No.	0					Consultant Overhead Rate:	194.24%					
PID No.	117220					Cost of Money:	0.01%					
Proposal Date	9/26/2022					Net Fee Percentage:	11%					
		No. of Units	Average Hourly Rate	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total	
				Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost	
Task Description												
4.6 - Pre-Bid Activities												
4.6.A - Bidding Services												
			\$42.90	30	\$1,287	\$2,500	\$0			\$363	\$4,150	
TOTAL 4.6 - Pre-Bid Activities				30	\$1,287	\$2,500	\$0			\$363	\$4,150	
TOTAL - Final Engineering Phase				162	\$7,242	\$14,067	\$1			\$2,045	\$23,355	
5 - Construction Phase												
5.1 - On-going Services during Construction												
5.1.A - On-going Services During Construction												
TOTAL 5.1 - On-going Services during Construction												
TOTAL - Construction Phase												
TOTAL AUTHORIZED PARTS				1052	\$39,928	\$77,556	\$4			\$11,274	\$139,156	
IF-AUTHORIZED TASKS:												
TOTAL IF-AUTHORIZED PARTS												
GRAND TOTAL				1052	\$39,928	\$77,556	\$4			\$11,274	\$139,156	

Choice One Engineering Corporation
Standard Terms & Conditions

4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, ~~to \$50,000 or the fee realized by Choice One for the Project, whichever is greater~~ so that the total aggregate liability of Choice One and its subconsultants to all those named shall not exceed the available professional liability insurance coverage, currently \$2,000,000.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on

any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all known potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. ~~The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.~~

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.



Proposal for Environmental Services
HAM-CR266-14.97 Sidewalks, PID 117220
Sycamore Township, Hamilton
County, Ohio
S&ME Proposal No. 22780096

PREPARED FOR:

Choice One Engineering
8956 Glendale Milford Road, Suite 1
Loveland, Ohio 45140

PREPARED BY:

S&ME, Inc.
862 E Crescentville Road
Cincinnati, Ohio 45246
September 12, 2022



September 12, 2022

Choice One Engineering
8956 Glendale Milford Road, Suite 1
Loveland, Ohio 45140

Attention: Mr. Nick Selhorst, PE

Reference: **Proposal for Environmental Services**
HAM-CR266-14.97 Sidewalks, PID No. 117220
Sycamore Township, Hamilton County, Ohio
S&ME Proposal No. 22780096

Dear Mr. Selhorst:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to perform Environmental Services for the referenced project. This proposal describes our understanding of the project, outlines our approach, and presents a schedule and proposed fee for these services. The proposed scope of services and cost estimates are included in the appended sections of this proposal.

If you have any questions regarding the scope of services, or if we may be of any further assistance, please contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in black ink that reads "Cody J. Flynn".

Cody Flynn
Project Scientist

A handwritten signature in black ink that reads "Scott Ross".

Scott Ross, PWS, CPESC
Senior Scientist

Senior reviewed by: Sarah Rowe, PWS



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Appendices

Appendix I – Task Cost-Plus-Net Fee Spreadsheets

Appendix II – Agreement for Services (AS-071)



◆ Project Description

Based on information included in the Local Public Agency (LPA) / Sycamore Township Scope of Services document, the HAM-CR266-14.97 Sidewalks (PID 117220) project (project) is located along East Kemper Road between Baen Road and Snider Road in Sycamore Township, Hamilton County, Ohio. S&ME understands that Sycamore Township plans to construct new sidewalks. The estimated project length will be 6,100 feet and includes a seven7- to eight-foot-wide sidewalk, Americans with Disabilities Act (ADA) compliant curb ramps at intersections, and pavement markings for pedestrian crossings. In accordance with Choice One Engineering's (client's) request on September 7, 2022, S&ME is providing a proposal for the environmental services outlined below.

◆ Scope of Services

Task 2.2.C Level 1 Ecological Survey Report

S&ME will complete the Level 1 Ecological Survey Report (LV1 ESR) following the guidance outlined in the Ohio Department of Transportation (ODOT) Ecological Manual. Additionally, S&ME will follow current ODOT technical guidance pertaining to federal and state listed species. S&ME will contact the ODOT Office of Environmental Services (OES) for guidance, as needed.

S&ME anticipates completing the following activities for the LV1 ESR:

- Perform a reconnaissance of the project study area and take representative photographs;
- Collect field data on aquatic and terrestrial ecology;
- Identify streams, wetlands, and other jurisdictional surface water features (e.g., ponds, lakes);
- Record the jurisdictional feature boundaries with a Global Positioning System (GPS) unit capable of sub-meter accuracy;
- Review the federally-listed species database and the Ohio Department of Natural Resources (ODNR) – Natural Heritage Database for listed species records;
- Document potential habitat for state and federally-listed species; and,
- Identify potential Indiana bat and northern long-eared bat suitable wooded habitat (SWH) in the project area in accordance with the current technical guidance, including United States Fish and Wildlife Service (USFWS) coordination, if applicable.

The results of the field studies, including delineated jurisdictional features, federal and state-listed species habitat, stream and wetland habitat assessments (if applicable), project mapping, and project photographs will be documented in the LV1 ESR. The LV1 ESR will be completed in EnviroNet for review and agency coordination.

Alternatively, if there are no impacts to ecological resources, S&ME will complete the ODOT ecologically exempt project form and upload the document in EnviroNet.



Task 2.2.D Regulated Materials Review Screening

S&ME will conduct a Regulated Materials Review (RMR) Screening for the project following the current ODOT RMR guidance. The following tasks will be conducted during the RMR:

- Identify the project limits, take, and excavation depth;
- Complete the property inventory for properties within and abutting the project limits;
- Compile the information for each property;
- Assess the current land use for each property utilizing online resources;
- Determine if obvious regulated material (RM) concerns are present for each property utilizing online resources and historical aerial photographs;
- Access the *Ohio Regulated Properties Search (ORPS) Tool* to identify RM sources for properties within or abutting the project limits;
- Assess the Land Use Risk for each property;
- Assess the take and deep excavation for each property;
- Assess the RM impact to the project limits for each property;
- Assess the action result for each property;
- Assess if remote properties are present and if so, complete the ORPS for remote properties; and,
- Provide an opinion if RMR Assessment is required for each property.

The RMR documentation will be uploaded to EnviroNet for review and ODOT coordination.

Task 3.5.A Categorical Exclusion C2 Documentation

S&ME understands that the project will be completed as a Categorical Exclusion (CE) C2 action. S&ME will complete the C2 documentation in accordance with the current ODOT-OES CE guidance. The methodology and assumptions for the level of effort required for the C2 documentation are described below.

Waterways

S&ME will observe the project area and review topographic maps and county Geographical Information System (GIS) mapping for the presence of surface waters (e.g., streams, reservoirs, lakes, farm ponds, detention basins,). The site observations, results of the literature research, and waterway information from the LV1 ESR (or ecological exempt project form, if applicable) will be included in the C2 documentation.

Endangered Species

The results of the LV1 ESR (or ecological exempt project form, if applicable) and endangered species information will be included in the C2 documentation.

Section 4(f)/6(f) Resources

During the site reconnaissance, the project area will be observed for Section 4(f) and 6(f) resources. U.S. Geological Survey (USGS) topographic maps, county GIS mapping, and city/county maps will be reviewed for Section 6(f)



resources. Photographic and literature documentation may be included in the C2 documentation if needed. Coordination for adverse effects to Section 4(f)/6(f) resources are not included in our scope.

Cultural Resources

Results of the Cultural Resources Scoping Request will be included in the C2 documentation. It is understood that ODOT will be completing the scoping request.

Hazardous Materials

Information from the RMR Screening will be used to determine the potential for encountering hazardous materials and/or petroleum products and the findings will be included in the C2 documentation. ODOT's concurrence of the RMR Screening results will also be included.

Public Involvement

It is understood that the client will provide information/documentation to S&ME on the public involvement/public hearing for the project. It is understood that S&ME will not be required to attend public meetings and will not be responsible for writing and/or distribution of notification letters.

Underserved Populations

S&ME will document potential impacts to Underserved Populations, Environmental Justice Populations, and Title VI Populations. The results will be summarized in the Underserved Populations Documentation Form for C2 Projects and the form will be uploaded to EnviroNet.

Additional Items

The following items will be evaluated following ODOT guidance, if applicable: air quality; noise; farmland; drinking water resources; and floodplains/flood ways. S&ME can provide a proposal for further analyses, if required.

S&ME will complete the C2 documentation on EnviroNet for review and approval.

◆ Excluded Services

Without attempting to be a complete list or description of services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal: Individual Clean Water Act (CWA) Section 404/401 waterway permitting; isolated wetland permitting; threatened and endangered species surveys (e.g., mist-net surveys for bats); Phase I or II Cultural Resource Survey Reports; Phase III Archaeology Data Recovery; excavation of human remains; payment of fees for mitigation; mitigation design; mitigation monitoring; or, additional surveys or research required by regulatory agencies. S&ME is available to provide a proposal for these additional services, if warranted, based on the findings of the proposed scope of services.



Our services are limited to the scope of services described in this proposal. This scope does not include revisions to the task documentation or reports due to changes in the project site configuration or study area following completion of the tasks. S&ME is available to provide a proposal for additional services, if warranted.

◆ Client Responsibilities

The scope of services, fees, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- Provide notification and access to the project study area and parcels, as required;
- Provide project plans with a project area identified in a modifiable, electronic format such as AutoCAD or Microstation for use in S&ME's reports; and
- Provide any existing environmental reports for the project area.

◆ Project and Task Schedule

S&ME will initiate the environmental services outlined in this proposal upon receipt of formal notice to proceed and necessary plan and profile information. It is anticipated that the schedule for completion of the tasks will vary depending on the progress of the project and coordination with the client and ODOT.

S&ME anticipates completing Tasks 2.2.C and 2.2.D included in this proposal within six weeks upon receipt of written authorization to proceed provided that access to the project site is granted upon authorization. S&ME anticipates completing Task 3.5.A within two to four months following notice to proceed and receipt of the preliminary project plans.

◆ Fees

Based on the information available at the time of this submittal, S&ME estimates that the environmental services can be completed for the following maximum cost-plus-net fees. Spreadsheets summarizing the task fees are included in Appendix I.

◆ Task 2.2.C	Level 1 ESR	\$3,964
◆ Task 2.2.D	RMR Screening	\$2,528
◆ Task 3.5.A	Categorical Exclusion C2 Documentation	\$4,442

It is assumed the scope of services outlined in this proposal would be authorized and work completed in 2022-2023. If authorized after December 2022, S&ME reserves the right to review and, if necessary, modify our cost estimate. Additionally, the cost estimate is based on conducting the scope of services in general accordance with current ODOT requirements and the current proposed design. If requirements change subsequent to this submittal or if the proposed design changes after the tasks have been performed, S&ME may need to revise our cost estimate. Invoices for the services completed will be submitted on a monthly basis and will be due within 30 days of receipt.

Proposal for Environmental Services
HAM-CR266-14.97 Sidewalks, PID No. 117220
Sycamore Township, Hamilton County, Ohio
S&ME Proposal No. 22780096



◆ **Use of Proposal/Reports**

S&ME intends to provide the scope of services described in this proposal. 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. Use of this proposal and corresponding final reports is limited to above-referenced project, ODOT, and the client.

◆ **Authorization**

Our Agreement for Services (Form AS-071) is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by returning a signed form. Upon receipt of the signed agreement, a countersigned copy will be returned to you, and we will proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number in the purchase order as authorization to proceed with the performance of our services. However, the terms and conditions included in any purchase order shall not apply and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If this proposal is transmitted to you via email, and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

Appendices

Appendix I – Task Cost-Plus-Net Fee Spreadsheets



Hours, Personnel Categories, and Labor Rates

Task 2.2.C - Level 1 ESR

C/R/S: HAM-CR266-14.97 Sidewalks
 PID NO.: 117220
 CONSULTANT: S&ME, INC.
 DATE: 09/12/22

HOURLY RATES

<u>Personnel Category</u>	
Principal Scientist	\$ 75.00
Senior Env Lead	\$ 53.00
Project Scientist	\$ 44.00
Staff Scientist	\$ 22.00
GIS Tech	\$ 20.00
CADD Tech	\$ 0.00
Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	6	0	0	0	0	6	\$ 264.00
Travel	0	0	1	0	0	0	0	1	\$ 44.00
Subtotal	0	0	7	0	0	0	0	7	\$ 308.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	0	6	0	0	0	1	7	\$ 284.00
Literature/File Review	0	0	5	0	0	0	0	5	\$ 220.00
Subtotal	0	0	11	0	0	0	1	12	\$ 504.00
REPORT									
Writing/Preparation	0	0	7	0	0	0	0	7	\$ 308.00
Review/Duplication	0	1	1	0	0	0	0	2	\$ 97.00
Subtotal	0	1	8	0	0	0	0	9	\$ 405.00
GRAND TOTAL ALL PARTS	0	1	26	0	0	0	1	28	\$1,217.00

Proposed Non-labor Direct Costs

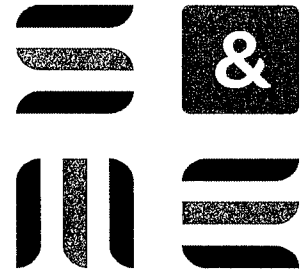
Task 2.2.C - Level 1 ESR

C/R/S: HAM-CR266-14.97 Sidewalks

PID NO.: 117220

CONSULTANT: S&ME, INC.

DATE: 09/12/22



Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	18	miles	\$ 0.52	\$ 9.36
GPS	0		\$ 100.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 9.36
ADMINISTRATIVE/RESEARCH				
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
DIRECT COST TOTAL				\$ 9.36



Hours, Personnel Categories, and Labor Rates

Task 2.2.D - RMR Screening

C/R/S: HAM-CR266-14.97 Sidewalks
 PID NO.: 117220
 CONSULTANT: S&ME, INC.
 DATE: 09/12/22

HOURLY RATES

<u>Personnel Category</u>	
Principal Scientist	\$ 75.00
Senior Env Lead	\$ 53.00
Project Scientist	\$ 44.00
Staff Scientist	\$ 22.00
GIS Tech	\$ 20.00
CADD Tech	\$ 0.00
Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	0	0	0	0	0	0	\$ 0.00
Travel	0	0	0	0	0	0	0	0	\$ 0.00
Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	4	2	2	0	0	1	9	\$ 364.00
Literature/File Review	0	0	0	4	0	0	0	4	\$ 88.00
Subtotal	0	4	2	6	0	0	1	13	\$ 452.00
REPORT									
Writing/Preparation	0	0	0	10	0	0	0	10	\$ 220.00
Review/Duplication	0	2	0	0	0	0	0	2	\$ 106.00
Subtotal	0	2	0	10	0	0	0	12	\$ 326.00
GRAND TOTAL ALL PARTS	0	6	2	16	0	0	1	25	\$ 778.00

Proposed Non-labor Direct Costs

Task 2.2.D - RMR Screening

C/R/S: **HAM-CR266-14.97 Sidewalks**

PID NO.: **117220**

CONSULTANT: **S&ME, INC.**

DATE: **09/12/22**



Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	0	miles	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
				Subtotal
				\$ 0.00
ADMINISTRATIVE/RESEARCH				
Database Search/Historic	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
				Subtotal
				\$ 0.00
REPORT				
postage	0	package	\$ 0.00	\$ 0.00
color copies	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
				Subtotal
				\$ 0.00
DIRECT COST TOTAL				\$ 0.00



PROPOSAL COST SUMMARY

Task 3.5.A - Categorical Exclusion C2

C/R/S:	HAM-CR266-14.97 Sidewalks	Overhead (S&ME) Percentage	=	196.57%
PID NO.:	117220	Overhead (ODOT General) Percentage	=	157.25%
CONSULTANT:	S&ME, INC.	Net Fee Percentage	=	11.00%
DATE:	09/12/22	Cost of Money (General)	=	0.08%

0 Task	Hourly Rate	Total Hours	Direct Labor Costs	Overhead Costs	Cost of Money	Other Direct Costs	Subcon. Costs	Net Fee	Total Cost	Subtotal Cost
FIELD										
Reconnaissance Travel		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotal	<i>Ave. Rate</i>	0	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
ADMINISTRATIVE/RESEARCH										
Planning/Coordination	\$ 43.83	6	\$ 263.00	\$ 516.98	\$ 0.21	\$ 0.00	\$ 0.00	\$ 74.42	\$ 854.61	
Literature/File Review	\$ 39.67	6	\$ 238.00	\$ 467.84	\$ 0.19	\$ 0.00	\$ 0.00	\$ 67.35	\$ 773.38	
Subtotal	<i>Ave. Rate</i>	12	\$ 501.00	\$ 984.82	\$ 0.40	\$ 0.00	\$ 0.00	\$ 141.77	\$ 1,627.99	\$ 1,627.99
REPORT / PCN										
Writing/Preparation	\$ 42.44	18	\$ 764.00	\$ 1,501.79	\$ 0.60	\$ 0.00	\$ 0.00	\$ 216.19	\$ 2,482.58	
Review/Duplication	\$ 61.00	2	\$ 102.00	\$ 200.50	\$ 0.08	\$ 0.00	\$ 0.00	\$ 28.86	\$ 331.44	
Subtotal	<i>Ave. Rate</i>	20	\$ 866.00	\$ 1,702.29	\$ 0.68	\$ 0.00	\$ 0.00	\$ 245.05	\$ 2,814.02	\$ 2,814.02
GRAND TOTAL ALL PARTS	<i>Ave. Rate</i>	32	\$ 1,367.00	\$ 2,687.11	\$ 1.08	\$ 0.00	\$ 0.00	\$ 386.82	\$ 4,442.01	\$ 4,442.01



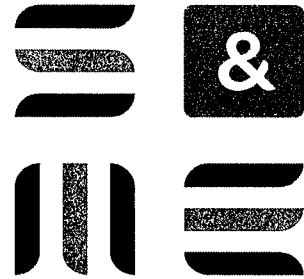
Hours, Personnel Categories, and Labor Rates

Task 3.5.A - Categorical Exclusion C2

C/R/S: HAM-CR266-14.97 Sidewalks
 PID NO.: 117220
 CONSULTANT: S&M, INC.
 DATE: 09/12/22

HOURLY RATES	
Personnel Category	
Principal Scientist	\$ 0.00
Senior Env Lead	\$ 55.00
Project Scientist	\$ 47.00
Staff Scientist	\$ 36.00
GIS Tech	\$ 28.00
CADD Tech	\$ 0.00
Administrative	\$ 20.00

Task	Principal Scientist	Senior Env Lead	Project Scientist	Staff Scientist	GIS Tech	CADD Tech	Administrative	Total Hours	Labor Costs
FIELD									
Reconnaissance	0	0	0	0	0	0	0	0	\$ 0.00
Travel	0	0	0	0	0	0	0	0	\$ 0.00
Subtotal	0	0	0	0	0	0	0	0	\$ 0.00
ADMINISTRATIVE/RESEARCH									
Planning/Coordination	0	1	4	0	0	0	1	6	\$ 263.00
Literature/File Review	0	0	2	4	0	0	0	6	\$ 238.00
Subtotal	0	1	6	4	0	0	1	12	\$ 501.00
REPORT / PCN									
Writing/Preparation	0	0	12	4	2	0	0	18	\$ 764.00
Review/Duplication	0	1	1	0	0	0	0	2	\$ 102.00
Subtotal	0	1	13	4	2	0	0	20	\$ 866.00
GRAND TOTAL ALL PARTS	0	2	19	8	2	0	1	32	\$1,367.00



Proposed Non-labor Direct Costs

Task 3.5.A - Categorical Exclusion C2

C/R/S: HAM-CR266-14.97 Sidewalks

PID NO.: 117220

CONSULTANT: S&ME, INC.

DATE: 09/12/22

Task	Quantity	Unit	Unit Cost	Cost
FIELD				
Mileage	0	miles	\$ 0.00	\$ 0.00
GPS	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
ADMINISTRATIVE/RESEARCH				
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0	each	\$ 0.00	\$ 0.00
Other	0		\$ 0.00	\$ 0.00
			Subtotal	\$ 0.00
DIRECT COST TOTAL				\$ 0.00

SYCAMORE TOWNSHIP/HAMILTON COUNTY

AGREEMENT NO. 38438

This Agreement No. 38438 entered this _____ day of _____, 2022, by and between Sycamore Township, Hamilton County, acting by and through the Township Administrator, hereinafter referred to as the Township, and Choice One Engineering, hereinafter referred to as the Consultant, with an office located at 440 E. Hoewisher Rd., Sidney, OH 45365.

WITNESSETH:

That the Township and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the Township to prepare construction plans for a project to install a sidewalk, ADA compliant curb ramps, and pedestrian crossings on Kemper Road. Project to also include upgrading existing traffic signals with pedestrian push buttons and signal heads; HAM-CR266-14.97; PID 117220.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The Township and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The Township agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

Part 1: Preliminary thru Environmental Engineering.

Actual costs plus a fixed fee of Nine Thousand Two Hundred Twenty-Nine Dollars (\$9,229). However, the maximum prime compensation shall not exceed One Hundred Fifteen Thousand Eight Hundred and One Dollars

(\$115,801).

Part 2: Final Engineering

Actual costs plus a fixed fee of One Thousand Six Hundred and Eighty-Two Dollars (\$1,682). However, the maximum prime compensation shall not exceed Nineteen Thousand Two Hundred and Five Dollars (\$19,205).

Part 3: Pre Bid Activities

Actual costs plus a fixed fee of Three Hundred and Sixty-Three Dollars (\$363). However, the maximum prime compensation shall not exceed Four Thousand One Hundred and Fifty Dollars (\$4,150).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is One Hundred Thirty-Nine Thousand One Hundred and Fifty-Six Dollars (\$139,156).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the Township, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Final Scope of Services Minutes dated October 20, 2022.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Township Administrator.

Choice One Engineering

By: Nicholas J. Delhorst

Title: Project Manager

Sycamore Township, Hamilton County

Tracy Kellums
Township Administrator

APPROVED AS TO FORM:

By: _____

Title: _____