



Vertical Systems Elevator

4784 River Road
Cincinnati, OH 45233
(513) 921-2100

QUOTE

Quote #
267

Bill To: Sycamore Township
8540 Kenwood Road
Cincinnati, OH 45236

(513) 792-7249

Account: Sycamore Township
8540 Kenwood Road
Cincinnati, OH 45236

Account #: 2-164

Date	8/5/2020	Terms	Quote valid for 30 days	Job #	
Quote #	267	Prepared by		Type	Modernization

Quantity	Description	Taxable	Measure	Price	Amount
1.00	Replace jack / piston / pit channels / buffers / PVC protective sock. Return unit back to service.	No	Each	\$40,882.12	\$40,882.12
Replace jack / piston / pit channel / buffers / PVC protective sock. Return unit back to service.					
				Taxable	\$0.00
				Non-Taxable	\$40,882.12
				Sub-Total	\$40,882.12
				Sales Tax	\$0.00
				TOTAL	\$40,882.12

THIS QUOTE AND ANY SUBSEQUENT JOB ORDER AGREEMENT ARE SUBJECT TO VERTICAL SYSTEMS ELEVATOR STANDARD TERMS AND CONDITIONS (SEE NEXT PAGE)

By signing this agreement, Customer acknowledges that Customer has read, understands and agrees to all details listed above. Any additional work other than specified would be billed on a Time and Material basis. This final price does not include any associated costs pertaining to drilling, excavating or clean out of jack hole. Billing for above mentioned work will start when work starts on job. A 50% deposit of final costs above is required to expedite any material ordering for job.

Customer approval Signature _____	Date _____	Vertical Systems Signature _____	Date _____
--------------------------------------	------------	-------------------------------------	------------

STANDARD TERMS AND CONDITIONS

All Customer Purchase Orders are subject to these terms and conditions and all additional terms and conditions presented on or accompanying a Vertical Systems Elevator Quotation or Job Order Agreement. Vertical Systems Elevator specifically rejects and Customer disclaims all printed provisions in Customer's printed Purchase Orders including associated forms and/or documents. These terms and conditions, together with Vertical Systems Elevator Quotation and Job Order Agreement shall constitute the entire agreement between Vertical Systems Elevator and Customer with respect to any Customer Purchase Order and the Material and/or Services provided herein. These terms and conditions supersede any prior or contemporaneous agreements or representations written or oral. Any amendments of these terms and conditions must be in writing and signed by Vertical Systems Elevator to be binding on Vertical Systems Elevator.

DEFINITIONS: Within this document definitions are defined as follows:

1. "Change Order" means a document furnished by Vertical Systems Elevator and Vertical Systems Elevator agreement to amend and/or supplement an existing Job Order Agreement between Vertical Systems Elevator and Customer.
2. "Deposit" means a non-refundable amount of money (50% of total estimated amount, including taxes and shipping) required up-front by Customer before Vertical Systems Elevator will accept the Job Order Agreement and commence work under said agreement. Deposits are used to secure a production slot and purchase materials for the Customer's custom parts.
3. "Final Payment" means the remaining balance due under a Job Order Agreement and/or Change Order, which must be paid after 30 days after first inspection by elevator inspectors.
4. "Product" means goods purchased by Vertical Systems Elevator or other manufacturers' goods offered for sale by Vertical Systems Elevator.
5. "Purchase Orders" means Customer's document for the acquisition of Product and/or Services, exclusive of all printed terms and conditions contained thereon.
6. "Quote" means Vertical Systems Elevator offer to sell Product and/or Services to a Customer. A Quote will remain open and binding for a period of 30 days from the date thereof.
7. "Services" means various types of services as provided by Vertical Systems Elevator to Customer covering items such as maintenance, on-site support, site engineering and installation.
8. "Shipping Date" means the date on which Vertical Systems Elevator has scheduled shipment of Product to Customer. Customer agrees that this date is only an estimate and may change due to unforeseen issues.

ACCEPTANCE OF QUOTE: As used herein, "Acceptance of Quote" shall mean review and acceptance of Vertical Systems Elevator Quote to supply the Product and/or Services identified therein under the terms and conditions herein, by Customer, evidenced by Customer's or Customer agent's manual signature and date on a binding Quote, initials of acceptance of Vertical Systems Elevator standard terms and conditions of sale. Thereafter, a Job Order Agreement will be issued by Vertical Systems Elevator further evidencing Acceptance of Quote. Before production begins, confirmation including Product specifications which needs to be signed and returned to Vertical Systems Elevator. Production WILL NOT begin until all documents are signed and received by Vertical Systems Elevator. If Customer cancels Quote after it is accepted, Deposit is not refundable. However, at Vertical Systems Elevator discretion, Vertical Systems Elevator may use some of the Deposit towards a future order placed by Customer. Vertical Systems Elevator is not responsible for any verbal or telephone orders that are not confirmed in writing.

CHANGE ORDERS: Any revisions in drawings, designs, and specifications to Job Order Agreement by Customer may result in additional fees to Customer and may cause shipping delays. Any additional fees to Customer will be at Vertical Systems Elevator standard rates in effect at the time of Customer's request. Vertical Systems Elevator acceptance of Customer's Change Order request shall commence only upon receipt of the signed and dated Change Order and any additional Deposit that may be required by Customer. Vertical Systems Elevator is not responsible for any verbal or telephone orders.

CUSTOMER RESPONSIBILITY: Customer to supply voltages and amperes capable of running equipment without any deviations of + or - 10% of required voltage/amps. Subcontractors who provide work related to the elevator are responsible to install their equipment to all applicable national and local elevator codes. Customer is to provide telephone line to machine room elevator controller for phone in elevator. To provide necessary and or provisions for easy access to and from building for employees and equipment. Our proposal is made for one Final inspection of the elevator. If elevator fails due to others you agree to pay for re-inspection of elevator and any costs related to the re-inspection of the elevator. Will not be held accountable for any safety related equipment that fails due to testing. Any equipment not changed is not the responsibility of Vertical Systems Elevator. Any equipment that has not been changed and needs to be changed because of its condition will be changed and billed as an extra to the proposal. Vertical Systems Elevator will remove old equipment at its expense and becomes the property of Vertical Systems Elevator.

LIMITED WARRANTY: All equipment changed under this proposal is warranted under the manufactures warranty for a period of one year. Workmanship is guaranteed for a period of 30 days during normal working hours. If during this warranty period should equipment need service during overtime other than normal working hours Monday through Friday customers reserves the right to wait until the next working day or call for emergency service at which time the customer agrees to pay for any labor and or expenses to make repairs at needed time on overtime.

RIGHT TO LIEN: Vertical Systems Elevator expressly reserves all Contractor's, Mechanics, and Materialman's Liens, which may be asserted under any provision of the contract price and may, at Vertical Systems Elevator option, assert and fix the same as liens upon the real property on which installation is made. In the event payment is enforced through attorney or by suit or in bankruptcy or probate proceedings, Vertical Systems Elevator may recover reasonable attorney fees and costs of court. All sums not paid as due shall bear interest at the maximum legal rate.

LIMITATION OF LIABILITY: Notwithstanding anything to the contrary contained herein, Vertical Systems Elevator shall not, under any circumstances, be liable to Customer or any parties for consequential, incidental, indirect, exemplary, special, or other damages whether in an action based on contract, tort, or any other legal theory, arising out of or related to the transaction contemplated hereunder, including to lost profits or loss of business. Existence of one or more claims will not enlarge the limit. It is expressly understood and agreed that every provision of these terms and conditions which provides for a limitation of liability, disclaimer of the warranties or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such.



Date
August 12, 2020

Attention
Tracy Kellums
Road Superintendent
tkellums@sycamoretownship.org

Address
Sycamore Township
8540 Kenwood Road
Cincinnati, OH 45236

Subject
Agreement for Professional Services
Larchview Drive and Plainfield Road Improvements
HAM-SYC-2001

Dear Mr. Kellums:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Larchview Drive and Plainfield Road Improvements 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 6 pages, Sycamore Township Scope of Services consisting of 27 pages, and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

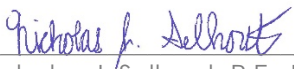
Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Sycamore Township

Authorized Signature

Date

Choice One Engineering Corporation



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

8/12/2020

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 design services for the reconstruction of Larchview Drive between Plainfield Road and Eldora Drive, the re-striping of Plainfield Road between Donna Lane and Larchview Drive, and the replacement of two traffic signals along this route.

Project Details

- Larchview Drive will be completely reconstructed between Plainfield Road and Eldora Drive (approximately 3,500 feet).
- Roll curb will be installed on Larchview. Width of curb to be determined in Phase A plans.
- Proposed back of curb to back of curb width on Larchview will be 26 feet.
- Existing sidewalk on Larchview to remain unless already damaged. Curb ramps will be replaced along route (including Plainfield) if not ADA-compliant.
- Design speed of Larchview Drive is 25 mph. Profile may be modified to fit existing features.
- Storm sewer trunkline will not be replaced on Larchview but catch basins and pipes from catch basins to trunkline will be replaced.
- GCWW will be designing a new water line on Larchview between Plainfield and Glenbar. Choice One will coordinate project with GCWW and provide CAD file to them but the design of the water main will be handled by GCWW. GCWW will provide quantities for bidding as well and the water work will be bid as part of the roadway project.
- Larchview will be closed to through traffic during construction. Project to be built in phases, and a detour plan will be provided. Traffic to be flagged on Plainfield following ODOT's standards.
- Signal at Larchview and Plainfield will be modified, with the most likely scenario being that the poles need to move because of the addition of turn lanes. Modifications include: new LED signal heads, backplates, new poles, pedestrian signal heads & pushbuttons, radar detection, and timing adjustments.
- A road diet safety assessment study will be completed for Plainfield Road. This includes new traffic counts and turning movement counts.
- Plainfield Road will be re-striped based on the road diet study to change it from a 4-lane road to a 3-lane road with parking on both sides (5,500 feet long).
- Existing roundabout at Plainfield and Sycamore Road will not be modified.
- Plainfield Road will be milled 3-1/4" and repaved with 2" leveling and 1-1/2" surface course.
- A rectangular rapid flashing beacon (RRFB) will be added to the mid-block crossing on Plainfield at Bechtold Park. County RRFB permit application to be completed by Choice One and submitted to Hamilton County. Possibly add a refuge island here.
- Traffic signal at Donna, Myrtle, and Plainfield will be completely replaced with a mast arm signal system including radar detection.
- A signal warrant analysis will be completed for both signals.
- A topographic survey will be performed by Choice One for the entirety of the project.
- 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.
- Township to handle hiring geotechnical firm for soil borings and providing the geotechnical report to Choice One.
- Township to handle hiring a firm to camera/video the storm sewer on Larchview and providing information to Choice One. Trunkline may be replaced based on results of video.
- If any easement legals/descriptions or R/W plans end up being needed, that would be an additional mutually-agreed upon lump sum fee.
- Plans will be designed to ODOT and Hamilton County standards and specifications.
- Public bidding procedures can be handled by Choice One and the associated price is included in this proposal. Day-to-day construction observation will be done by Township.
- For further information, please see the attached Scope of Services Form that was included the Request for Qualifications for this project. Construction estimate is \$2.9 million.

Project Services

1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research at Hamilton County Recorder's office.
- c. Establish horizontal and vertical survey control for the project area based on State Plane coordinates NAD 83 (86 Adj.), Ohio South Zone (3402), and vertical survey control based on NAVD 29.
- d. Field reconnaissance and traverse of existing monumentation.
- e. For Larchview, identify visible features from 25' beyond right-of-way for both sides including utilities and drainage.
- f. For Plainfield, identify visible features from back of sidewalk to back of sidewalk for both sides including utilities and drainage.
- g. Provide roadway cross-sections every 50', at driveways, and other critical areas.
- h. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- i. Locate underground utilities as marked by the appropriate utility companies.
- j. 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.
- k. Provide one (1) foot contour intervals.
- l. Completed topographic survey shall be provided in AutoCAD format.

2. Traffic Counts and Road Diet Safety Assessment Study

- a. Perform turning movement traffic counts at the following intersections from 6:00 AM - 7:00 PM to determine the existing traffic volumes.
 - i. Plainfield Road & Mrytle Avenue
 - ii. Plainfield Road & Larchview Drive
- b. Perform a 24-hour ADT count including speed data within the project area on Plainfield.
- c. The road diet safety assessment study will evaluate the following two options:
 - i. Existing 4-lane configuration (do nothing baseline)
 - ii. Reducing Plainfield Road to 3 travel lanes (one through lane in each direction with a two-way left-turn lane)
- d. Prepare crash analysis and diagram for the corridor from Deer Park Corporation Line to the Blue Ash Corporation Line, approximately 5,550'.
- e. Prepare capacity and travel time analysis for the studied intersections.
- f. Prepare signal warrant analyses for the studied intersections.
- g. Prepare turn lane warrant analyses for the studied intersections.
- h. Provide recommendations for roadway improvements.
- i. Evaluate the corridor for additional bicycle, pedestrian, and street parking considerations (if a road diet is recommended).
- j. Exhibits (if a road diet is recommended) of proposed layout will be developed for the section.
- k. Submit the Road Diet Study to the Township and County for review and approval as part of the Phase A submittal.
- l. Address any review comments and deliver final report.

3. Construction Plans – Phase A Design

- a. Attend project kick-off meeting
- b. Design preliminary construction plans to include:
 - i. Title Sheet
 - ii. Schematic Plan
 - iii. Typical Sections
 - iv. General Notes and Details
 - v. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - vi. Preliminary Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
 - vii. Preliminary Maintenance of Traffic Notes, Details
 - viii. Traffic Signalization Plan
 - ix. Pavement Markings and Signage Plan
 - x. Traffic Control Notes, Details and Plans
- c. Determine if any R/W is needed because of signal pole relocations.
- d. Provide preliminary storm calculations to County for review.
- e. Send preliminary plans to utility companies to confirm utility locations, sizes, etc.
- f. Provide a preliminary construction estimate with quantity splits for Township and County.
- g. Attend design review meeting. Field walk project.
- h. Attend public involvement meeting, provide exhibits, provide sign-in sheets to attendees, and take minutes. Township to schedule the meeting and send notices.

4. Construction Plans – Phase B and Final Design

- a. Design construction plans to include:
 - i. Title Sheet
 - ii. Schematic Plan
 - iii. Typical Sections
 - iv. General Notes and Details
 - v. Intersection Details including curb ramp blow up details
 - vi. Quantity Summary, split by Township/County
 - vii. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
 - viii. Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
 - ix. Water Main Plan (by GCWW. Sheets attached to back of plans).
 - x. Maintenance of Traffic Notes, Details and Plans including detour plan
 - xi. Traffic Signalization Plan
 1. Traffic Control Notes and Details
 2. Cable and conduit plan
 3. Wiring diagram
 4. Vehicle detection and signal timing
 5. Quantity Summary
 - xii. Pavement Markings and Signage Plan
 - xiii. Driveway Details
- b. Engineer's Estimate split by Township/County
- c. Send final plans to utility companies to confirm utility relocations. Schedule utility coordination meeting, track attendees, and provide minutes.
- d. Attend design review meeting. Field walk project.
- e. No sanitary sewer Permit to Install (PTI) or Public Water System (PWS) water main submittal will need to be done by Choice One. 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 client.
- f. Send final plans to Township/County in PDF and 22x34 colored paper format.

5. Storm Water Pollution Prevention Plan (SWPPP)

- a. Provide the location of the required temporary sediment and erosion control (TSEC) best management practices (BMPs) for on project earth-disturbed areas.
- b. Provide quantity totals for all TSEC BMPs as applicable.
- c. Provide general erosion control notes and details as applicable.
- d. A Notice of Intent (NOI) will be prepared for submittal by the client to the OEPA. Client to pay fees.
- e. Post Construction Storm Water BMP(s): Design of the Post Construction Storm Water BMP(s) shall be incorporated into the storm water design and storm sewer system for the project. The Post Construction Storm Water BMP(s) that have been designed as part of the site's roadway design will be included into the proposed SWPPP.
- f. The proposed SWPPP will not cover or address any off-site earth disturbed areas.
- g. If revisions are required to the initial accepted and agreed upon SWPPP during the course of construction of the project, they shall be completed at an additional cost.

6. Construction Bidding Procedures

- a. Prepare bidding documents for the bidding process to be sold online, for free, or at Choice One Engineering's office with the cost to be reimbursed to Choice One Engineering 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.

7. Construction Administration Services

- a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
 - i. Respond to Contractor's questions.
 - ii. Adminstrate plan interpretation for contractor and Client during construction, as required.
 - iii. Attend meetings and visit construction site at the request of the Client with contractor.
 - iv. Review and approve pay requests.
 - v. Process necessary change orders.
 - vi. Conduct final inspection and provide a punch list.
 - vii. Review site/civil shop drawings.

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. Construction Layout Staking
2. Easement and Right-of-Way Plats or Descriptions
3. Record Drawings

Client/County 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.
- Perform subsurface investigation.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide property access and owner notification along the project route.
- Assist in utility company coordination.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$36,500.00
Traffic Counts and Road Diet Safety Assessment Study	\$23,000.00
Construction Plans – Phase A Design	\$82,500.00
Construction Plans – Phase B and Final Design	\$98,000.00
Stormwater Pollution Prevention Plan (SWPPP)	\$3,200.00
Construction Bidding Procedures	\$3,500.00
Total	\$246,700.00
<i>Construction Administration Services</i>	<i>Hourly Upon Request (\$5,000 budget)</i>

Schedule

Choice One will have the construction plans completed by May 5, 2021 assuming a signed agreement is received by August 28, 2020. Intermittent dates for preliminary submittals will be worked out at kickoff meeting after project authorization.