

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 5:30 p.m., on the 9th day of May, 2017, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Michael Inderhees, Greg Insco, Jeffrey F. Ritter

Mr. Inderhees introduced the following resolution and moved its adoption:

RESOLUTION NO.: 22 -17

**RESOLUTION AUTHORIZING ADMINISTRATOR TO EXECUTE AGREEMENT
FOR SURVEYING AND ENGINEERING SERVICES WITH THE KLEINGERS
GROUP**

WHEREAS, the Board desires construction work be performed on the Royal Heights Neighborhood roads which includes Jackies Drive, Lyness Drive, Royal Heights Drive, Barthas Place and Hennge Drive; and

WHEREAS, the Board intends to enter into an agreement with the Kleingers Group to provide surveying and engineering services and prepare the final construction plans for the project; and

WHEREAS, the construction project will promote the health, safety and welfare of the residents of Colerain Township;

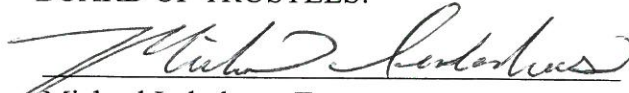
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

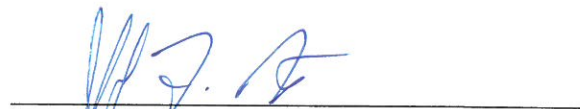
1. That the Board hereby authorizes the Administrator to execute the Agreement with the Kleingers Group for surveying and engineering services which is attached hereto as Exhibit A.
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. That this Resolution shall be effective at the earliest date allowed by law.

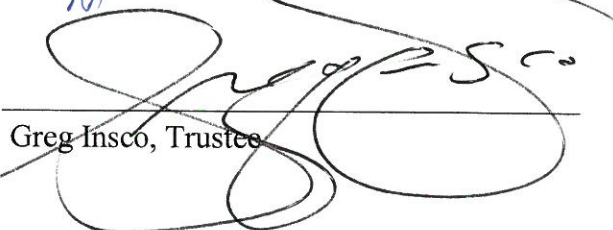
Mr. Insco seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Inderhees Aye, Mr. Ritter Aye, Mr. Insco Aye.
ADOPTED this 9th day of May, 2017.


BOARD OF TRUSTEES:


Michael Inderhees, Trustee



Jeffrey F. Ritter, Trustee


Greg Insco, Trustee

ATTEST:



Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:


Lawrence E. Barbieri (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 9th day of May, 2017.


Heather E. Harlow,
Colerain Township Fiscal Officer



CINCINNATI
COLUMBUS
DAYTON

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West Chester, OH 45069
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www.kleingers.com

April 19, 2017
Revised May 8, 2017

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251

ATTN: Mr. Thomas Bosarge
Colerain Township Administrator

RE: Proposal for Professional Services
Royal Heights Neighborhood Improvements

Dear Tom,

Thank you for giving The Kleingers Group the opportunity to provide you with this proposal for surveying and engineering services for the Royal Heights Neighborhood Improvements project. The project involves the preparation of construction documents and specifications for the reconstruction of the Royal Heights Subdivision roads off of West Galbraith Road in Colerain Township, Ohio. The project includes all of the roads in the said subdivision (Jackies Drive, Lyness Drive, Royal Heights Drive, Barthas Place and Hennge Drive) with the exception of the dead end portion of the roads north of Barthas Place and Legrove Circle east of Royal Heights Drive.

This letter is intended to communicate our understanding and expectations for the project as well as outline our proposal approach for completing the work and any assumptions we have made while preparing the proposal. The following sections provide a summary of the project, proposed scope of services, corresponding fee structure, timing, and other related project information. Should you have any questions or concerns, please feel free to contact us so we can discuss and refine the proposal to better suit your needs.

We look forward to working with you on this project. Thank you and have a great day!

Sincerely,

THE KLEINGERS GROUP

Steve Korte, PE
Principal

Tim Casto, PE
Project Manager

cc: FILE

JOB #: 160539.000
REF#: 1.0



Project Summary

PROJECT DESCRIPTION

The project involves the preparation of construction documents and specifications for the reconstruction of the Royal Heights Subdivision roads off of West Galbraith Road in Colerain Township, Ohio. The project includes all of the roads in the said subdivision (Jackies Drive, Lyness Drive, Royal Heights Drive, Barthas Place and Hennge Drive) with the exception of the dead end portion of the roads north of Barthas Place and Legrove Circle east of Royal Heights Drive.

The existing pavement at the Royal Heights Subdivision have deteriorated to a point where they will need to be replaced. The scope of work entails the removal of the existing pavement along with the unsuitable subgrade material and the replacement with a full depth asphalt concrete pavement. Subgrade stabilization and pavement build up will coordinated with the geotechnical firm selected by the Township. Existing curbs and catch basins will also be replaced.

Existing sidewalks and curb ramps within the limits of the reconstructed pavements will be evaluated and replaced, if needed. All non ADA compliant curb ramps will be replaced. As part of the reconstruction, all drive aprons will be replaced with new concrete ramps to back of walks. Per Ohio Section 729.12 Revised Code, curb ramps will be added at pedestrian crossings. The proposed curb ramps will meet ADA requirements and will be designed per The Ohio Department of Transportation (ODOT) latest standard construction drawings.

Utilities impacted by the reconstruction will be adjusted or replaced as needed. Non paved areas disturbed by construction activities will be restored by seeding and mulching. The proposed work is anticipated to be completed within the limits of existing right of way.

PROJECT APPROACH

We will begin the project with a kick-off meeting with Colerain Township staff, and stakeholders, to further discuss the project scope and limits prior to proceeding with the field survey. Upon completion of the kick-off meeting, the Kleingers Group will commence field survey work to gather topographic survey of the existing conditions. The limits of survey will be the Royal Heights Subdivision roads off of West Galbraith Road in Colerain Township, which will include all of the roads in the said subdivision (Jackies Drive, Lyness Drive, Royal Heights Drive, Barthas Place and Hennge Drive) with the exception of the dead end portion of the roads north of Barthas Place and Legrove Circle east of Royal Heights Drive. The transverse limits of the survey will be from back of walk to back of walk.

The field gathered survey information will be used to put together the base maps for our design. A *Preliminary Design* package (50% Submittal) will be prepared next and submitted to the Township and stakeholders for their review and approval.

The next phase of the design, *Final Design* (85% Submittal), will address the Preliminary Design review comments and advance the project further. The last phase of the project, *Final Construction Documents*, will provide the Township and stakeholders an opportunity for a final review and comment prior to preparing final construction documents for bidding purposes.

Utility coordination will begin with survey and continue throughout all of the design phases to ensure there are no surprises or costly change orders associated with utility conflicts during construction.

The replacement of the existing aging water mains within the project limits is part of this project. The Greater Cincinnati Water Works (GCWW) department will prepare water main construction documents to be included as part of the final roadway construction package. Our proposed design schedule provides ample time for GCWW department to prepare the needed construction documents to be included in the final bid package.



Throughout all the phases of this project, Tim Casto, our project manager, will maintain frequent communication with Township staff and the various stakeholders to keep you informed on project status and progress. The Kleingers Group project team members will also be available to you, as you need, and will act as an extension to your staff. To ensure you are continually appraised of the project status, we will be sending you regular project status reports (weekly or bi-weekly- at your preference). The reports will summarize work recently completed, list upcoming work and, identify action items and necessary steps to keep the project promptly moving in the right direction.

The proposed improvements will be designed per The Colerain Township and the Ohio Department of Transportation (ODOT) standards (2016 CMS) and applicable utility company standards.



The following page(s) outline the specific scope of services included with this proposal.

Scope of Services

1- TOPOGRAPHIC FIELD SURVEY

The Kleingers Group will gather topographic survey, to the limits described under the "Project Description" and "Project Approach" headings of this proposal.

The proposed work is anticipated to be completed within the limits of existing right of way.

This phase of work includes the following tasks:

- Establish horizontal and vertical site control. Horizontal control will be based on Ohio State Plane Coordinates, South Zone (NAD'83). Vertical control will be based on NAVD'88. A minimum of 6 vertical benchmark(s) will be established on or near the site.
- Locate and identify visible physical features (buildings, roads, drives, walks, walls, fences, signs, etc.) within the project limits as defined above for 5,850 linear feet and will be from the back of walk to the back of walk. Property lines will be shown per GIS only and will not be the result of a boundary survey.
- Determine spot elevations of critical features (finish floor levels at door openings, curbs, walks, tops, toes, swales, etc.) and at sufficient intervals throughout the site to develop 1-foot contours.
- Coordinate with OUPS and/or directly with utility owners to request physical markings and record data.
- Locate field utility markings and visible field evidence (manholes, valves, etc.) of underground utilities.
- Delineate underground utility locations based on a combination of assembled record documents, physical markings, and visible field evidence. **We make no warranty or guarantee that all underground utilities will be detected, nor do we warranty or guarantee the precise location, size or depth of any underground utility.** At the client's request, and for an additional fee to be determined, we may contract with an underground locating service and coordinate an expanded level of underground utility detection service which may include geophysical (electronic line tracing, ground penetrating radar, etc.) and / or various forms of excavation.
- Generate a topographic base map, depicting the above items at an appropriate scale, in AutoCAD format.

The work product from the tasks described above will be used by the team during the course of the project.

Proposed Fee: Topographic field Survey \$15,900

2 - PRELIMINARY DESIGN (50% SUBMITTAL)

The Kleingers Group will prepare preliminary design documents for the improvements.

This phase of work includes the following tasks:

- Attend kick-off meeting with project stakeholders*.
- Perform site visit and photo-document existing conditions.
- Prepare preliminary design (50%) drawings consisting of the components outlined in Table A, as necessary.



- Coordinate with GCWW for the water main design.
- Coordination with the selected geotechnical firm selected by the Township for subgrade stabilization and pavement build up.
- Prepare preliminary opinion of probable construction cost.
- Provide preliminary design submittal to Colerain Township, Hamilton County Engineer's Office (for courtesy review), and affected utility companies.
- Attend one (1) meeting with project stakeholders for coordination and review of plan submission comments, as necessary.

* Note - For this scope of services, we expect the stakeholders list may include technical and/or management staff from: Colerain Township, GCWW, Hamilton County Engineer's Office, and affected utility companies.

Deliverable(s) for this phase of work include:

- Electronic (native file and/or PDF) version of preliminary design submittal including design drawings and cost opinion exhibit.
- Copies of paper drawing sets / exhibits, as requested, for stakeholder review / coordination.

Proposed Fee: Preliminary Design (50% Submittal)\$184,000

3 - FINAL DESIGN (85% SUBMITTAL)

The Kleingers Group will prepare detailed design drawings for stakeholder review based on preliminary design efforts and associated stakeholder comments.

This phase of work includes the following tasks:

- Address preliminary (50%) design review comments from stakeholders and make plan revisions as necessary.
- Prepare detailed design drawings consisting of the components outlined in Table A, as necessary.
- Prepare storm drainage calculations per The Hamilton County Engineer's Office requirements and ODOT standards.
- Prepare final opinion of probable construction cost.
- Provide detailed design (85%) submittal to Colerain Township and Hamilton County Engineer's Office (courtesy review), and affected utility companies.
- Attend one (1) meeting with project stakeholders for coordination and review of plan submission comments, as necessary.

Deliverable(s) for this phase of work include:

- Electronic (native file and/or PDF) version of final design submittal including construction drawings, cost opinion exhibit, and engineering calculations (eg: drainage design).
- Copies of paper drawing sets / exhibits, as requested, for stakeholder review / coordination.

Proposed Fee: Final Design (85% Submittal)\$120,000



4 - FINAL CONSTRUCTION DOCUMENTS

The Kleingers Group will prepare complete / final construction drawings for the proposed improvements.

This phase of work includes the following tasks:

- Address the final design (85%) review comments and make plan revisions as necessary.
- Prepare final construction documents (signed / sealed by a PE) for the proposed improvements consisting of the components outlined in Table A, as necessary.
- Revise / update opinion of probable construction cost.
- Submit Final Construction Drawing package to be used for public bidding and construction.
- Submit Final Construction Drawing plan sets to stakeholders for reference / coordination.

Deliverable(s) for this phase of work include:

- Full-sized (22x34) plan sets to stakeholders (Up to 4 sets)
- Reduced (11x17) plan sets to stakeholders (Up to 10 sets)
- Final Hydraulics (Storm Drainage) Report, if needed.
- Final Opinion of Probable Construction Cost
- Electronic (native file and/or PDF) version of final document deliverables listed above.

Proposed Fee: Final Construction Documents\$51,000

Summary of Fees

ID	Scope Description	Base Fee
1	Topographic Field Survey	\$15,900
2	Preliminary Design (50% Submittal)	\$184,000
3	Final Design (85% Submittal)	\$120,000
5	Final Construction Documents	\$51,000
Grand Total		\$370,900



Table A: Drawing Set Submittal / Deliverable Components

Component	Preliminary Design (50%)	Final Design (85% Submittal)	Final Construction Documents
Title sheet	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Schematic layout (at 1"=100')	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Typical sections	①	②	<input checked="" type="radio"/>
General notes, including MOT and details	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Summary of Quantities (for line item bidding)		<input checked="" type="radio"/>	<input checked="" type="radio"/>
Plan and profile sheets (at 1"=20' H, 1"=5' V)	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Cross sections (at 50-ft intervals and 1"=5' H & V)	③	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Storm sewer profiles	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Drive Profiles		<input checked="" type="radio"/>	<input checked="" type="radio"/>
Traffic control, signing and striping	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Opinion of probable construction cost	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Hydraulics report	<input type="radio"/>	<input checked="" type="radio"/>	<input checked="" type="radio"/>
Water Main Plans (by GCWW)		<input checked="" type="radio"/>	<input checked="" type="radio"/>

Legend: ☐ Preliminary ☒ Detailed ☒ Final

Notes:

- ① Preliminary; may not include pavement section (build-up)
- ② Including pavement sections at drives
- ③ Preliminary; side-slope and/or ditch tie-ins not yet developed



Expenses

- ☒ Routine non-labor expenses are included in the proposed fees outlined in the Scope of Services.
- ☐ Routine non-labor expenses will be billed to the Client as reimbursable costs within the allowance outlined in the Scope of Services at a rate equal to 110% of the actual direct cost.

Routine non-labor expenses include printing of deliverables outlined in the Scope of Service, typical client meeting materials, routine copies, mileage to and from project sites and Client's office(s), normal field supplies, and other similar consumables used during regular business activities.

If special, project-specific consumables or tools are needed to complete this project, we reserve the right to charge those costs to the Client as reimbursable costs at a rate equal to 110% of the actual direct cost.

Schedule

We anticipate the work outlined in the Scope of Services will be completed in accordance with the attached project schedule.

If there are specific milestones or timeframe requirements about which we are unaware, please contact us so that we can discuss accommodating those requirements.

Please understand that the schedule / anticipated timeframe is based on a presumed authorization date and also the presumption that jurisdictional, client, and other needed third-party review times will be typical. A delay in authorization to proceed, extended review times, or excessive agency comments may affect the schedule negatively. Scheduling of some services is dependent on weather and conditions not conducive to performing those services may also affect the schedule negatively.

We reserve the right to adjust these fees and prices for work done in future years by the Consumer Price Index rate for the previous year.

This proposal is valid for 60 days, unless formally extended by Consultant.



Clarifications and Assumptions

Upfront communication about project requirements and goals with you, our Client, is very important to us.

Often times, some aspects of the project requirements and conditions are not fully known prior to us providing a scope and fee proposal. Stating assumptions within the Proposal helps us refine the Scope of Services and better associate appropriate and reasonable fees for the Project. The assumptions may or may not match the actual project requirements and conditions which may only become apparent throughout the course of the project or even after the project is complete; however identifying the conditions for which this Proposal is valid helps to provide and shared understanding about the conditions for which this Scope of Services and associated fees are valid. Please let us know if you feel any of the Clarifications or Assumptions do not match your expectations so we may revise the Proposal to better suit your needs.

We recognize that minor revisions to drawings and other project documents are normal and synonymous to the production of any project. Should major revisions or out of scope conditions arise, you will be notified of the need for additional services and anticipated additional fees before we proceed forward with additional work.

For the purposes of this proposal we are making the following assumptions:

- Utility work, beyond utility coordination, is not included as part of the scope of services.
- It is our understanding that the contractor will prepare a Storm Water Pollution Prevention Plan (SWPPP) per ODOT 832 supplemental specifications. The Kleingers Group, working with the project construction administrator staff, can apply for a Notice-of-Intent permit with the OEPA prior to construction.
- The scope of work does not include landscaping work.
- The scope of work **does not include a geotechnical investigation**. Subgrade stabilization and pavement build up will coordinated with the geotechnical firm selected by the Township.
- The scope of work does not include environmental assessment or investigation for presence or absence of wetlands.
- The scope of survey work does not include the establishment of existing right of way, property lines or easements. Available GIS data will be uses to establish existing right of way and property lines.
- The scope of work does not include the preparation of right-of-way plans, right of way easements or easement exhibits. The proposed work is anticipated to be completed within the limits of existing right of way
- Preparation of construction contract, bid book, advertisement and bidding, bid opening and award recommendation, construction administration, construction inspection, and construction staking are not included with this scope of services. The Kleingers Group can provide these services at our hourly rates.
- Review fees and permit application fees, if applicable, are not included in this proposal.

Associated Services

The Kleingers Group offers a wide variety of related professional civil engineering, transportation engineering, landscape architecture, planning, land surveying services, and reality capture (laser scanning) services. Although not included in this Proposal unless specifically itemized in the Scope of Services, we would be pleased to assist you with other aspects of your project needs. Please visit www.kleingers.com or contact us directly to learn more about our various service offerings and how we can help you achieve your project goals.



Terms and Conditions

SERVICES PROVIDED

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

Colerain Township

The Client agrees to:

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

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

TIME OF COMPLETION

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

COMPENSATION

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

STANDARD OF CARE

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

LIMITATIONS OF SERVICES

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

ADDITIONAL SERVICES

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

INDEMNIFICATION / LIMITATION OF LIABILITY

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

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

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

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant's insurance proceeds up to the greater of:

\$1,000,000 or the Consultant's total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

FORCE MAJEURE

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

TERMINATION OF CONTRACT

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

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

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement,

including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

DISPUTE RESOLUTION

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

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

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

FREE PUBLICITY

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



USE OF ELECTRONIC MEDIA

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

OPINIONS OF COST

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

LEED CERTIFICATION

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

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

JOB SITE SAFETY DISCLAIMER

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to

exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

GOVERNING LAW

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

SEVERABILITY

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

ASSIGNMENT OF AGREEMENT

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

SIGNATURES

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

EEO

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



Authorization

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

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

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

The Kleingers Group, Inc.

SIGNED

Steve Korte

PRINTED

Principal

TITLE

May 8, 2017

DATE SIGNED

Colerain Township

SIGNED

PRINTED

TITLE

DATE SIGNED / AGREEMENT "EFFECTIVE DATE":

Primary Project Contact

Steve Korte

PRINTED

Principal

TITLE

513-779-7851

PHONE NUMBER

steve.korte@kleingers.com

E-MAIL ADDRESS

Primary Project Contact

PRINTED

TITLE

PHONE NUMBER

E-Mail Address

Royal Heights Neighborhood Improvements
(Project No. CB06U/CB07U)
Colerain Township, Ohio

ID	Task Name	Duration	Start	Finish	2018 May Jun July Aug Sept Oct Nov Dec Jan
1	Authorization to Proceed	0 days	Wed 5/31/17	Wed 5/31/17	5/31
2	Topographic Field Survey	11 days	Wed 5/31/17	Wed 6/14/17	
3	Base Mapping	15 days	Thu 6/15/17	Wed 7/5/17	
4	Preliminary Design (50% Submittal)	40 days	Thu 7/6/17	Wed 8/30/17	8/30
5	Preliminary Design Submittal	0 days	Wed 8/30/17	Wed 8/30/17	
6	Colerain Township Review	15 days	Thu 8/31/17	Wed 9/20/17	
7	Compliance to Review Comments	10 days	Thu 9/21/17	Wed 10/4/17	
8	Submittal of Preliminary Plans to GCWW	0 days	Wed 10/4/17	Wed 10/4/17	10/4
9	Final Design (85% Submittal)	25 days	Thu 10/5/17	Wed 11/8/17	
10	Final Design Submittal	0 days	Wed 11/8/17	Wed 11/8/17	11/8
11	Colerain Township Review	5 days	Thu 11/9/17	Wed 11/15/17	
12	Final Construction Documents	10 days	Thu 11/16/17	Wed 11/29/17	
13	Obtain Signatures	2 days	Thu 11/30/17	Fri 12/1/17	
14	Final Construction Documents, Ready for bidding	0 days	Fri 12/1/17	Fri 12/1/17	12/1
15	Bid Package Preparation (By Colerain Township)	23 days	Mon 12/4/17	Wed 1/3/18	
16	Bidding	0 days	Wed 1/3/18	Wed 1/3/18	1/3



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DAYTON

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