



MKSK COLUMBUS
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Columbus, Ohio 43215
614.621.2796

January 27, 2016

David Betz, AICP
Director of Development
City of Powell
47 Hall Street
Powell, Ohio 43065

Re: Proposal for Downtown Powell Street System Implementation Plan

Dear David,

Thank you for the opportunity to submit a proposal to advance the implementation of street system improvements in Downtown Powell as recommended by the Powell Comprehensive Plan. As we have discussed, there is an opportunity to build upon the positive momentum created by adoption of the Comprehensive Plan this past October, and keen interest within the community for improving traffic conditions in downtown. Of course, there are many moving parts to such a complex effort, and it is critical that potential capital investments by the City be rigorously analyzed and vetted – with City staff and officials, area stakeholders and the community at large – prior to making final decisions and committing substantial public resources.

With this in mind, and based on our discussions with you, we have prepared a scope of services that provides a thorough and strategic approach toward refining the conceptual Downtown Thoroughfare Plan that was developed for the Comprehensive Plan. The objective of this effort is to help the City to determine how such a street system would function, what it could look like, how it will interface with existing and future development, and importantly, how it will be phased and what it will likely cost.

We have coordinated a robust project team with intimate knowledge of Downtown Powell to conduct this work. As with the Comprehensive Plan, MKSK will lead this planning effort, expanding on the planning and urban design recommendations developed for Downtown Powell over the past year. Chris Hermann will serve as Principal-in-Charge, Brian Kinzelman will serve as Principal Landscape Architect, and Justin Goodwin will serve as Project Manager. Likewise, Trans Associates will continue in its role as traffic engineering advisor; Doyle Clear will continue to serve as lead Traffic Engineer. In addition, EMH&T will provide civil engineering services, building on past work they have performed for the City, and helping to advance planning concepts toward buildable projects; Michael Brehm will serve as lead Project Manager.

This proposal is based upon our current understanding of the project. Our Scope of Services, Schedule, Proposed Budget and General Assumptions are outlined below:

SCOPE OF SERVICES

Overview

With the recent update of the Powell Comprehensive Plan, the City now seeks to pursue implementation of one of the Plan's key recommendations: to develop a holistic design plan for the Downtown Powell street system. Much of the planning process revolved around the significant traffic congestion experienced on a daily basis by residents and others traveling through the Four Corners intersection. Extensive transportation analysis and planning dialogue revealed a clear need to create a more robust street network in Downtown Powell (Exhibit A). This will provide alternative routes to area businesses and avoid the need to widen the Four Corners intersection to accommodate a left turn lane, thus preserving the pedestrian-oriented character of the City's main intersection (Exhibit B). However, other portions of Olentangy and Liberty Streets will need to be reconfigured to allow left turns at other locations, including the new street and alley connections envisioned in the Plan. A comprehensive design plan is needed to ensure that new capital improvements will balance of needs of improving traffic flow, ensuring pedestrian mobility and safety, and preserving (and enhancing) community character. This scope of services outlines a process for undertaking this important implementation effort, beginning with the first of multiple phases that will lead to construction of priority capital improvements.

The Phase 1 work effort is a comprehensive examination of alternatives for improvements to existing streets and potential new street connections. The result of this effort will include a refined and more detailed street network plan, design guidelines for street types, sections and materials, a phasing strategy for implementation, and key priority capital improvements for immediate advancement to schematic design. It is anticipated that the most detailed efforts in Phase 1 will focus on improvements to Olentangy Street, Liberty Street, and a potential new street connection in the Southeast Quadrant of the downtown district.

A schematic design effort will be conducted in a second phase, and will provide 30%-level drawings that will advance initial street alignment and design concepts toward a feasible project with refined cost estimates and preliminary construction schedule. This will set the stage for advanced engineering efforts in subsequent phases as the City commits resources to the priority capital projects. Refer to Appendix A for a description of services and fee considerations related to Phase 2.

Project Guidance and Public Engagement

This project will be guided by an Administrative Team of core City of Powell staff, assumed to be Steve Lutz, David Betz, Chris Huber, and their assigns. This small group will work directly with MKSK on the management of the project and provide technical and administrative guidance. The Project Team will finalize the process and schedule and serve as the primary contact for the consultant team during the project.

It is our understanding that City staff will serve as direct liaisons to a Working Group/Subcommittee of City Council focused on Downtown traffic improvements and the City's "Keep Cars Moving Initiative". This group will provide policy guidance and direction throughout the process and members will serve as liaisons to ensure the larger City Council is informed and engaged. We recommend that Project

Team meetings with City staff be coordinated with the Working Group to the extent possible for project efficiency.

The Comprehensive Plan process included stakeholder interviews (including Downtown-focused sessions), which helped to inform the planning and transportation recommendations that have led to this implementation effort. As the Project Team develops concepts for new street alignments, parking connections, and roadway improvements, it will be valuable to again directly engage key property owners, residents, and business owners who will be directly affected by these changes. This effort will ensure these stakeholders interests are appropriately considered and help to foster genuine buy-in for planned improvements.

Likewise, additional engagement with the general public through continual public relations efforts and targeted public meetings will be critical to achieving larger community buy-in. This proposal anticipates at least two public meetings (within the first phase of work) to share concepts and obtain feedback. Additional public review meetings in subsequent phases will also be of value. It is our understanding that Powell's Director of Communications, Megan Canavan, will lead public communications efforts, with the MKSK team providing graphics and messaging support to be used for social media, web posts, newsletters, flyers, etc. MKSK will work closely with Powell staff to plan and conduct public meetings.

PHASE 1: CONCEPTUAL DESIGN FOR DOWNTOWN POWELL STREET SYSTEM

This project phase will focus on evaluating and refining the conceptual street and alley system illustrated in Exhibit A, with the following objectives:

1. Locate potential streets and alleys (connectors) that:
 - Help vehicles move on Powell and Liberty
 - Help businesses and property owners
 - Facilitate infill development
 - Highlight how existing residential development will be buffered/protected
 - Allow consolidation of parking
2. Determine preferred urban design character for new and existing streets
3. Establish priorities to be pursued with more detailed design in Phase 2

Task 1: Project Launch

The Project Team will attend a kick-off meeting with City Staff and the Council Subcommittee/Working Group to confirm project objectives, schedule, milestones, and messaging. The team will review the previous street design plans, relevant development proposals and other background information provided by the City to establish a baseline understanding of previous planning and design efforts.

This will build on the existing knowledge base of the consultant team from the Comprehensive Plan and other past planning and design efforts. In the beginning weeks of the project, the team will prepare preliminary base mapping for planning purposes, using the most recent GIS information available from the City and Delaware County GIS, supplemented by previous survey and record plan information currently available in consultant team and City archives. New field surveys are not anticipated in this project phase, but if determined to be necessary, can be conducted as an additional service.

Meetings:

- Staff and Working Group Kick-Off (1)

Deliverables:

- Meeting Notes
- Project Schedule
- Base Mapping

Task 2: Street Network Alignment and Connections Study

The Project Team will undertake a comprehensive analysis of the street network alignments illustrated in the Comprehensive Plan to develop a refined network. This will include an evaluation of constraints and opportunities for alternative alignments and connection points. The analysis will also include alternatives for connector alleys and/or parking lot connections in all four quadrants of Downtown. This study will include an assessment of how the potential street network will interface with:

- Land Uses
- Existing and Future Buildable Areas
- Parking Reservoirs and Connections/Access
- Buffers for Existing Neighborhoods

Task 3: Street Typology, Sections and Character Guidelines

The team will develop a palette of street types based on function, width, surrounding development context, and streetscape design. This will include:

- Assessment of existing street designs and functionality
- Potential alternative design concepts for improvements/retrofits to existing streets
- Design and character intent for the new streets analyzed in Task 2
- Complete Streets, multi-modal transportation, and traffic calming considerations

- Conceptual/typical street section graphics for each typology, and for specific sections of Olentangy and Liberty Streets, among others.
- Representative benchmark imagery
- Recommended alternatives for urban design elements, street trees/landscaping, pavement type/materials, lighting, street furnishings, and the like.

Both of the Task 2 and 3 efforts will be closely coordinated to ensure that alternatives for street alignment and design character are considered in tandem. This is especially important for considerations of potential right-of-way needs, which relate both to physical alignment, and to street widths dictated by desired function and design parameters. A combined alternatives analysis will evaluate several different configurations for:

- Order of magnitude costs
- Impact analysis of:
 - a. ROW acquisition
 - b. Traffic impacts (based on traffic modeling conducted for the Comprehensive Plan)
 - c. Business impacts
 - d. Land Use/Development impacts
 - e. Community Character impacts
 - f. Design trade-offs

The Project Team will work with City staff, the Project Working Group and key stakeholders to vet alternatives and develop preferred recommendations. These will be presented to the general public at an informational open house meeting designed to explain costs and trade-offs and to gain feedback.

Meetings:

- Staff/Working Group Meetings (2)
- Stakeholder Meetings (1 Day)
- Public Meeting (1)

Deliverables:

- Meeting Presentations
- Meeting Notes
- Conceptual Plan for Downtown Powell "Complete Street" Street Network
- Conceptual Development Capacity Analysis and Buildable Area Diagrams
- Conceptual Street Cross Sections
- Preliminary ROW acquisition needs analysis
- Streetscape character typology and materials guidelines (lighting, sidewalks, parking, furnishing, planting, etc.)
- Evaluation of Traffic Impact, including traffic improvement and traffic calming

Task 4: Implementation Strategy/Phase 2 Scoping

In this task the Project Team work with City staff and the Working Group to determine a preferred conceptual design and identify street network priorities to advance to Schematic Design in Phase 2. This will include:

- Implementation Priorities
- Preliminary Estimate of Probable Cost (ROW, Connector Street Costs, Public Improvements)
- Preliminary Phasing Plan
- Phase 2 Work Plan

Meetings:

- Staff/Working Group Meetings (1)

Deliverables:

- Meeting Presentations
- Meeting Notes
- Final Implementation Plan

Task 5: Final Street System Plan

In the final task the project team will synthesize all of the elements resulting from the above tasks into a complete document, including:

- Refined Street Network Plan
- Street Typology and Character Guidelines
- Up to (8) conceptual illustrative watercolor-style renderings to visualize preferred design concepts
- Implementation Priorities
- Preliminary Cost Estimates
- Preliminary Phasing Plan
- Phase 2 Work Plan

The final product will be presented to the public for review and feedback and then presented to City Council.

Meetings:

- Staff/Working Group Meetings (1)
- Public Meeting (1)
- City Council Meeting (1)

Deliverables:

- Meeting Presentations
- Meeting Notes
- Illustrative Renderings
- Final Implementation Plan

SCHEDULE

The MKSK Team estimates that Phase 1: Conceptual Street System Design can be completed within six (6) months, depending on the time to obtain all relevant base information and needed time for City staff/Working Group review. A detailed project schedule with milestones will be coordinated with the City Working Group

COMPENSATION

We propose to perform the professional services described above for the lump sum fee of \$88,785 as outlined on page 9. In addition to the base fee, direct reimbursable expenses are proposed as a not to exceed fee of \$3,500. Fees for tasks shall be invoiced upon completion or invoiced monthly based on percentage of work completed. Note that the total fee (including estimated reimbursable costs/direct project expenses) will not be exceeded without prior written authorization from the Client.

PHASE 1 FEE PROPOSAL: CONCEPTUAL DESIGN FOR DOWNTOWN STREET SYSTEM

Task 1: Project Launch & Base Mapping	Fees
Planning & Urban Design Services	\$1,105
Engineering Services	\$4,900
Staff/Working Group Meetings	\$2,390
Subtotal	\$8,395
Task 2: Street Alignment & Connections Study	
Planning & Urban Design Services	\$9,690
Engineering Services	\$6,860
Staff/Working Group & Stakeholder Meetings	\$4,830
Subtotal	\$21,380
Task 3: Street Typology, Section & Character Guidelines	
Planning & Urban Design Services	\$14,195
Engineering Services	\$6,860
Staff/Working Group & Public Meetings	\$7,545
Subtotal	\$28,600
Task 4: Implementation Strategy & Phase 2 Planning	
Planning & Urban Design Services	\$3,135
Engineering Services	\$6,110
Staff/Working Group Meetings	\$2,390
Subtotal	\$11,635
Task 5: Final Street System Plan	
Planning & Urban Design Services	\$5,575
Illustrative Renderings (3) (\$1,500 ea.)	\$4,500
Engineering Services	--
Staff/Working Group, Council Briefing & Public Meetings	\$8,700
Subtotal	\$18,775
Planning & Urban Design Services Subtotal	\$33,700
Engineering Services Subtotal	\$24,730
Illustrative Renderings Subtotal	\$4,500
Project & Public Meetings Subtotal	\$25,855
BASE FEE	\$88,785
Reimbursable Expenses	\$3,500
TOTAL FEE	\$92,285

ADDITIONAL SERVICES

Parking Study. If desired, the team will conduct an analysis of existing conditions and potential improvements for the Downtown parking systems that will aide existing and future businesses and make improvements to Olentangy and Liberty Streets effective. This will include:

- Public and private parking facilities
- Options for addressing shared parking solutions
- Options for new/improved parking facility locations and design concepts

Existing conditions analysis will build on the most recent Downtown parking inventory and assessment conducted by City staff. This assessment will include parking demand projections based on development build-out analysis. This service can be provided for a lump sum fee of \$9,000, plus fees associated with additional meeting attendance if necessary.

If desired, a detailed field survey of parking turnover and occupancy can be conducted to provide a more thorough understanding of parking usage by downtown employees and patrons throughout the course of a typical day and during peak periods (1 week survey period). Fees for this service can be negotiated based on further discussion regarding City staff availability to assist with in-field data collection.

Additional Illustrative Renderings. Additional illustrative water-color style renderings can be provided for a lump sum fee of \$1,500 each.

Other Additional Services. Any other services described in this proposal as additional, if-authorized can be negotiated to meet the City's needs and budget and included in this contract if desired by the City. In addition, complex planning and design projects such as this often experience unforeseen needs as the process unfolds. This may include additional meetings, the need to incorporate new or unexpected conditions into plan deliverables, and requests for additional documentation or deliverable production. We recommend that the City of Powell establish a contingency budget for such circumstances, to be utilized at the discretion of the City and upon agreement of additional scope and services with MKSK. We propose the City set aside an additional budget of \$5,000 to \$10,000 to accommodate contingencies.

Terms and Conditions
(See attached)

We sincerely appreciate the opportunity to submit this proposal to the City of Powell. If this proposed scope of services, schedule, and compensation are acceptable, please sign and return one copy of this proposal with the attached terms and conditions which will serve as a contract agreement with the MKSK project team for the professional services outlined above.

Sincerely,



Chris Hermann, AICP
Principal, MKSK

AUTHORIZATION

I hereby authorize MKSK to provide the services outlined in this proposal according to the provisions stated herein and as attached.

APPROVED AND ACCEPTED:

Client *Signature*

Date

Client *Print Name and Title*



MKSK Principal *Signature*

January 27, 2016

Date

Encl.: Exhibit A: Anticipated Study Area
Exhibit B: Conceptual illustration of potential roadway improvements
Appendix A: Phase 2/Next Steps Considerations
MKSK Terms and Conditions (2015)

Exhibit A: Anticipated Study Area – Downtown Street and Alley System, Powell Comprehensive Plan

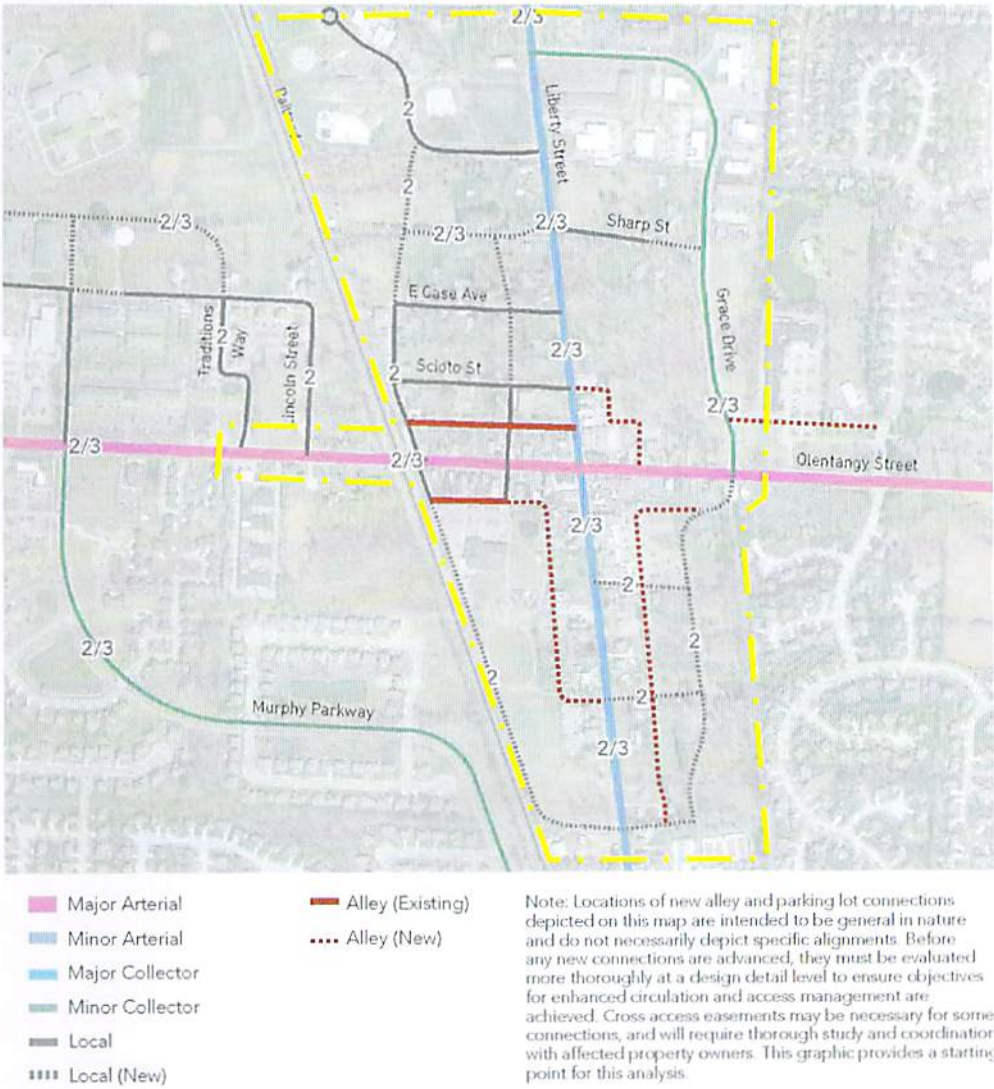
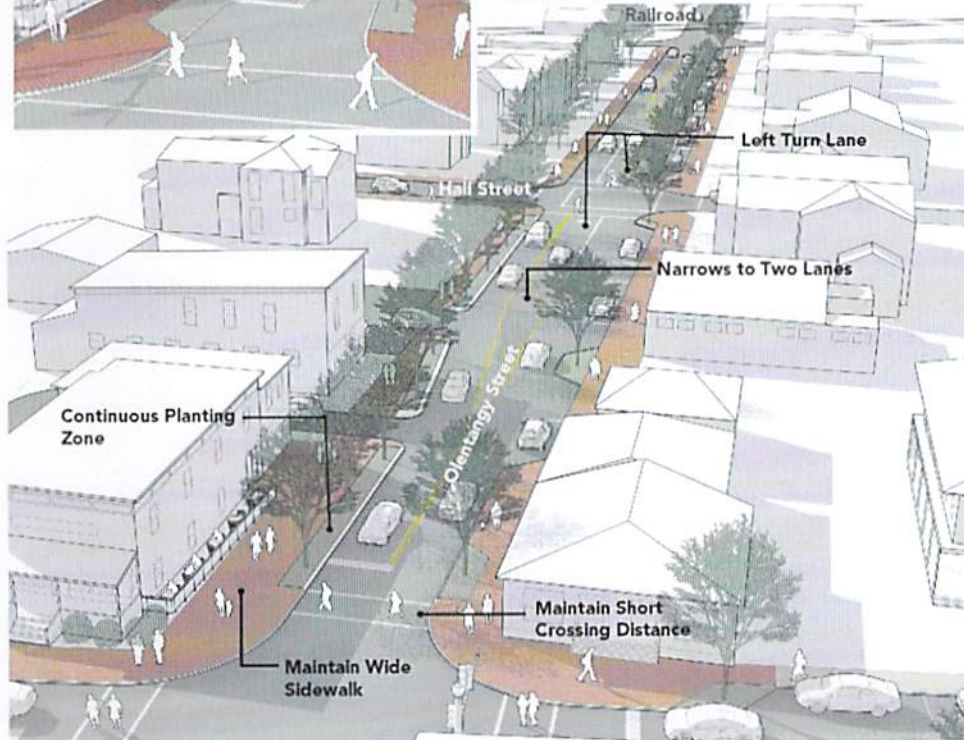


Exhibit B: Conceptual illustration of potential roadway improvements, Powell Comprehensive Plan

Olentangy Street Existing Conditions



Olentangy Street Concept:
Turn Lanes, Tapering to a Two-Lane Section at
the Four Corners



APPENDIX A – PHASE 2: SCHEMATIC DESIGN FOR SELECTED STREETS

(For Next Steps Consideration – The following services are not included in the above proposal)

The work effort of Phase 2 will be based upon outcomes from Phase 1 and input from the City Working Group. Tasks for Phase 2 are anticipated to include:

- a. Schematic Design (30% level) for selected streets.
- b. Refined details of Powell and Liberty Street improvement designs from building face to building face, including intersections. This includes an examination of how to best serve traffic flow, address parking, maintain pedestrian safety/comfort, and preserve building/business operation.
- c. Site survey(s), as necessary.
- d. Investigate any other needed/opportune infrastructure improvements that could be accomplished with street improvements/extensions.
 - ii. Stormwater Management
 - iii. Water
 - iv. Sanitary Sewer
 - v. Electric
 - vi. Gas
 - vii. Fiber
- e. Detailed Cost Estimates
- f. Detailed Traffic Impact Analysis/Modeling
- g. Examination of Fiscal Impacts

Meetings:

To be determined as part of a scoping effort at the completion of Phase 1.

Deliverables:

To be determined as part of a scoping effort at the completion of Phase 1, but anticipated to include:

- Meeting Presentations
- Schematic Design for selected streets
- Plan Renderings & Cross Sections
- ROW Acquisition Plan
- Streetscape design with materials identified (lighting, sidewalks, parking, furnishing, planting, etc.)
- Signalization and Traffic Control Recommendations
- Additional Infrastructure Improvement Needs Analysis
- Detailed Traffic Analysis/Modeling
- Detailed Cost Estimates (ROW, Connector Street Costs, Public Infrastructure Improvements)
- Preliminary construction phasing plan

PHASE 2 FEE CONSIDERATIONS

In order to determine the cost of services for Phase 2 with a sufficient level of accuracy, it will be necessary to work through the Phase 1 process, as this more detailed design effort will be based on decisions made during that phase. However, to assist with the City's budgetary planning, some assumptions can be made to arrive at a preliminary order of magnitude fee estimate, as follows:

- 30% Schematic Design Engineering fees could range between approximately \$12 and \$20 per linear foot of street to be designed (linear foot estimate to be refined in Phase 1)
- Total Design Fee can be assumed as split approximately 75%/25% between Engineering fees and Landscape Architecture/Urban Design fees
- Project administration/Coordination assumed at 3% to 4% of total design fee

As an example, for preliminary cost estimating purposes, the following streets could be assumed as priorities for schematic design resulting from the Phase 1 recommendations:

- Olentangy Street – Grace Drive to Traditions Way (±2,250 linear feet)
- Liberty Street – Grace Drive to Village Academy (±3,640 linear feet)
- New Street in Southeast Quadrant – Connecting Olentangy and Liberty (±2,100 linear feet)

These streets total approximately 7,990 linear feet. Under the general cost assumptions noted above, a 30% schematic design effort for these streets could range in cost from approximately \$120,000 to \$200,000. Note that this high-level estimate does not include costs for detailed site surveys, traffic modeling, or fiscal impact analysis. As such, we propose that the scope of services and compensation for Phase 2 not be considered as part of this initial agreement and instead will be identified and agreed upon under a separate agreement or as additional services agreed to and approved by both MKSK and the City of Powell, upon completion of the Phase 1 work effort. This agreement should not be construed as obligating the City of Powell to continue engagement with MKSK or selected subcontractors beyond Phase 1 without separate approval by the City.

TERMS AND CONDITIONS OF PROPOSAL



DIRECT PROJECT EXPENSES Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11"	\$ 0.15	Color Plot 18" x 24"	\$ 15.00
B/W Copy 11" x 17"	\$ 0.30	Color Plot 24" x 36"	\$ 25.00
B/W Copy 18" x 24"	\$ 1.00	Color Plot 30" x 42"	\$ 35.00
B/W Copy 24" x 36"	\$ 2.00	Color Plot 36" x 48"	\$ 45.00
B/W Copy 30" x 42"	\$ 3.00	Color Pres. Plot 18" x 24"	\$ 25.00
B/W Copy 36" x 48"	\$ 4.00	Color Pres. Plot 24" x 36"	\$ 45.00
Color Copy 8.5" x 11"	\$ 1.00	Color Pres. Plot 30" x 42"	\$ 70.00
Color Copy 11" x 17"	\$ 2.00	Color Pres. Plot 36" x 48"	\$ 85.00

ADDITIONAL SERVICES / STANDARD HOURLY RATES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Standard hourly rates for Subconsultants are attached.

Senior Principal	\$ 195	Urban Planner II	\$ 95
Principal	\$ 175	Urban Planner III	\$ 85
Senior Associate	\$ 145	Urban Planner IV	\$ 60
Associate	\$ 130	Graphic Designer I	\$ 110
Landscape Architect I	\$ 110	Graphic Designer II	\$ 95
Landscape Architect II	\$ 100	Graphic Designer III	\$ 85
Landscape Architect III	\$ 95	Graphic Designer IV	\$ 60
Landscape Architect IV	\$ 60	Administration	\$ 60
Urban Planner I	\$ 110		

RETAINER If required, the Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by the consultant and applied against the final invoice.

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with

the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon fifteen (15) days written notice with or without cause. The Client shall within thirty (30) days of termination compensate the Consultant for all services performed including all costs and direct project expenses incurred up to the date of termination.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding 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 subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

APPLICABLE LAW Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT This agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Client and Consultant.

LIMITATION OF LIABILITY To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officer's, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars (\$50,000), whichever is less. It is

TERMS AND CONDITIONS OF PROPOSAL



intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.

STANDARD OF CARE In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all

damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

SEVERABILITY Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT Neither party to this Agreement 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 sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the

TERMS AND CONDITIONS OF PROPOSAL



defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

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 sub-consultants 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.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

DEFINITION OF 'HAZARDOUS MATERIALS' As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

HAZARDOUS MATERIALS – SUSPENSION OF SERVICES Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the job site or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the job site is in full compliance with all applicable laws and regulations.

HAZARDOUS MATERIALS INDEMNITY The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Consultant.

EMH&T RATE SCHEDULE
EFFECTIVE January 1, 2015

PRINCIPAL	-	\$150.00 - \$200.00 per hour
SENIOR ENGINEER	-	\$110.00 - \$180.00 per hour
ENGINEER II	-	\$95.00 - \$105.00 per hour
ENGINEER I	-	\$90.00 per hour
ENGINEER AIDE	-	\$68.00 - \$80.00 per hour
SENIOR SURVEYOR	-	\$120.00 - \$150.00 per hour
SURVEYOR II	-	\$95.00 - \$105.00 per hour
SURVEYOR I	-	\$90.00 per hour
SURVEY AIDE	-	\$80.00 per hour
SENIOR ENVIRONMENTAL SCIENTIST	-	\$105.00 - \$140.00 per hour
ENVIRONMENTAL SCIENTIST II	-	\$90.00 per hour
ENVIRONMENTAL SCIENTIST I	-	\$75.00 per hour
ENVIRONMENTAL TECHNICIAN	-	\$64.00 per hour
SENIOR DESIGNER	-	\$98.00 per hour
DESIGNER	-	\$78.00 - \$88.00 per hour
SENIOR TECHNICIAN	-	\$76.00 per hour
TECHNICIAN	-	\$68.00 per hour
INTERN	-	\$48.00 per hour
SENIOR ARCHAEOLOGIST	-	\$95.00 per hour
ARCHAEOLOGIST	-	\$60.00 per hour
CLERICAL	-	\$48.00 - \$60.00 per hour
TRANSPORTATION	-	\$0.575 per mile (IRS Rate)
STAKES, PRINTS, POSTAL, SPECIAL DELIVERY AND MISCELLANEOUS ITEMS	-	At Cost
FILING FEES, SPECIAL CONSULTING (SUCH AS SOILS INVESTIGATION, ETC.)	-	Actual Fee + 10%



OHIO 2016 RATE SCHEDULE

<u>PERSONNEL CLASSIFICATION</u>	<u>RATES PER HOUR</u>
PRINCIPAL	\$185.00
SENIOR MANAGER	\$167.00
MANAGER	\$137.00
SENIOR ENGINEER / DESIGNER / ANALYST	\$120.00
ASSOCIATE DESIGNER / ANALYST	\$99.00
SENIOR TECHNICIAN	\$80.00
TECHNICIAN	\$72.00
CLERICAL	\$57.00/67.25 ⁽¹⁾
FIELD ENUMERATORS	\$35.00
 <u>DIRECT EXPENSES</u>	 <u>RATE</u>
AUTO TRAVEL	\$0.575/MILE*
COPIES	\$0.17/SHEET
Color	\$0.50/SHEET
PLAN PRINTS	
Bond	\$0.27/S.F.
Vellum	\$1.00/S.F.
Mylar	\$1.35/S.F.
Color Plot	\$0.65/S.F.
OTHER DIRECT COSTS	AT COST

*Current Federal Standard Mileage Rate (Subject to Federal Rate Change)

⁽¹⁾Premium hourly rate based upon authorized overtime.