



**RESOLUTION G2025-46**

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO SIGN AN AGREEMENT WITH CHOICE ONE ENGINEERING FOR ENGINEERING SERVICES FOR A SIDEWALK CONNECTION ALONG THE SOUTHEAST SIDE OF MONTGOMERY ROAD FROM KEMPER ROAD TO SYMMES CREEK DRIVE IN THE AMOUNT OF ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$119,550.00)**

**WHEREAS**, the Board of Trustees of Symmes Township, Hamilton County, Ohio have determined to install sidewalks and crosswalks throughout Symmes Township to increase pedestrian traffic and make it safer for the community to walk in the township without having to walk along the roadways and provide safe crossings; and

**WHEREAS**, the Board of Trustees have decided to add a sidewalk connection along the southeast side of Montgomery Road (US22) from Kemper Road to Symmes Creek Drive; and

**WHEREAS** the Township Trustees will obtain the necessary permits through ODOT and the Hamilton County Engineer's Office; and

**WHEREAS**, the Board of Township Trustees have decided to hire an engineering firm to complete the necessary engineering required to satisfy the requirements of the SORTA Transit Infrastructure fund and to provide bid documents for contractors to review prior to bidding.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Symmes Township, Hamilton County, Ohio takes the following action:

**Section 1.** That the Township Administrator is authorized to sign an agreement or necessary paperwork with Choice One Engineering, 440 E. Hoewisher Road, Sidney, Ohio 45365, to provide engineering services for the sidewalk connection along the southeast side of Montgomery Road (US22) from Kemper Road to Symmes Creek Drive, in the amount of One Hundred Nineteen Thousand Five Hundred Fifty Dollars and No Cents (\$119,550.00).

**Section 2.** That the cost for the engineering services be paid for from the TIF Fund (#2902).

**Section 3.** That the Fiscal Officer is hereby authorized to expend funds to pay Choice One Engineering from the TIF Fund (#2902) in the amount of One Hundred Nineteen Thousand Five Hundred Fifty Dollars and No Cents (\$119,550.00).

**Section 4.** Upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

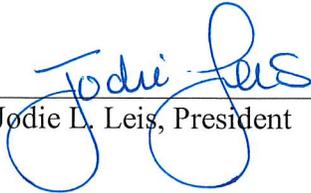
**Section 5.** The Board of Trustees of Symmes Township upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of this Resolution upon its first reading.

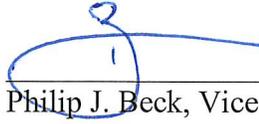
**Section 6.** This Resolution shall take effect and be enforced from and after the earliest period allowed by law.

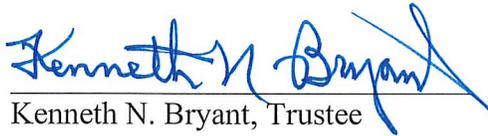
**ADOPTED MAY 6, 2025 – RESOLUTION G2025-46**

Vote Record: MS. LEIS Aye MR. BRYANT Aye MR. BECK Aye

**BOARD OF TRUSTEES:**

  
\_\_\_\_\_  
Jodie L. Leis, President

  
\_\_\_\_\_  
Philip J. Beck, Vice-President

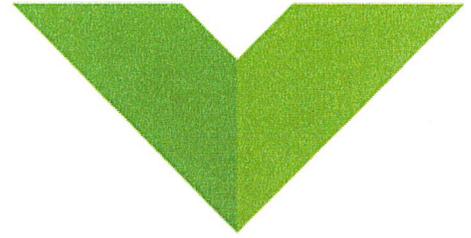
  
\_\_\_\_\_  
Kenneth N. Bryant, Trustee

**ATTEST:**

  
\_\_\_\_\_  
Joseph C. Grossi, Fiscal Officer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Jeff Forjes, Law Director



**Date**  
April 14, 2025

**Attention**  
Bill Pitman  
Township Administrator  
bpitman@symmestownship.org

**Address**  
Symmes Township  
9323 Union Cemetery Road  
Loveland, OH 45140

**Subject**  
Agreement for Professional Services  
Montgomery Road Sidewalk Phase 1 Design  
HAM-SYM-2502

## Dear Mr. Pitman:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Montgomery Road Sidewalk Phase 1 Design.

This Agreement is by and between Symmes Township, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

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 ten 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.

**Symmes Township**

  
Authorized Signature

5-8-2025  
Date

**Choice One Engineering Corporation**

  
Troy A. Niese, P.E., Project Manager

4/14/25  
Date

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

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



# Scope of Services

## Project Snapshot

Choice One intends to provide construction plans for a sidewalk connection along the southeast side of Montgomery Road (US22) from Kemper Road to Symmes Creek Drive.

## Project Details

- Choice One assisted the Township on a funding application for the segment of sidewalk in 2024. The application was successful through SORTA's MTIF program. The conceptual layout for the walk is included in this proposal; only the portion shown as *Phase 1* is included in this scope.
- Project length is approximately 4,700 feet split into two phases. The construction estimate for the project is \$1.1M and construction is expected to take place in spring of 2026.
- Choice One will perform topographic survey for the site.
- Sidewalk is expected to be attached to the existing back of curb for a majority of the project and be 7' wide or 8' wide dependent on the surrounding area.
- Sidewalk will be 5" thick and follow ODOT standards and specifications.
- Sidewalk will go through existing driveways at 1.56% max cross slope, then driveways will tie back in to match existing material.
- The design fees for the sidewalk are split between two segments of the work at Appleseed Drive due to the potential interruption from the historical site at this intersection.
- ODOT made Choice One aware of a site adjacent to the project route that was previously determined to be eligible for the National Register of Historic Places at the intersection of Montgomery Road and Appleseed Drive.
  - A full survey was not completed for the site to determine the actual restrictions for the site. Included in this scope of work is a proposal from S&ME, Inc. to perform Phase 1 and Phase 2 History Architecture surveys on the site to determine if the proposed walk will encroach on the site.
  - If it is determined that the walk will encroach the site, an "if authorized" scope is also included from S&ME to design the necessary mitigation to allow for the walk to be installed.
- ODOT is in the final stages of design of a curb ramp replacement project through this corridor that will be complete prior to construction of the sidewalk job. The intention is to connect this sidewalk to ODOT's new curb ramps where possible. This project will still need to install new curb ramps at the Kemper intersection and Redcloud intersection.
- The Kemper and Montgomery intersection was not included in ODOT's curb ramp project, so it is expected that the curb ramp at the northeast corner of the intersection will need to be included as part of this project for a proper connection to the new walk.
  - Based on visible field data, it is assumed that the existing pedestrian beacons and push buttons are appropriate for the intersection and will not need updated. Modifications to the pushbuttons, beacons, or signal timings are not included in this scope of work for any of the intersections, but can be performed if necessary for a separate fee.
- No paving work on Montgomery Road is included in this project scope.
- Crosswalk markings will be shown as part of these improvements if necessary for facilitating the pedestrian crossings.
- Material and construction standards will be covered by general notes and specifications.
- Maintenance of traffic will be handled by ODOT standard details.
- Retaining wall is expected to be necessary in certain portions of the project for grading purposes. The wall is expected to be less than 3.5' high and will be shown as modular block or a gravity wall system.
- Plan reviews will be coordinated through ODOT and Hamilton County for the project.
- Storm sewer improvements aren't expected to be necessary for the project, although drainage calculations will need to be performed for review by Hamilton County.
- Water quality requirements will be met with vegetated filter strips if possible.

- Easements are expected to be needed for the project. A scope is included in this proposal for Choice One to assist with the easement document preparation as needed on a per-easement basis.
- As part of this scope of work, Choice One will assist the Township with quarterly project updates to submit to the funding facilitator up until design is complete.
- Bidding procedures and construction administration are not included in this scope of work.
- Any necessary utility relocations will be handled by the utility owner.
- Lighting design is not included in this scope of work.

## Project Services

### 1. Topographic Survey

- Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- Perform necessary deed and plat research.
- Establish horizontal and vertical survey control for the project area based on State Plane coordinates and NAVD 88.
- Field reconnaissance and traverse of existing monumentation.
- Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- Provide roadway cross-sections every 50', at driveways, and other critical areas.
- Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- Locate underground utilities as marked by the appropriate utility companies.
- 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.
- Provide one foot contour intervals.
- Completed topographic survey shall be provided in AutoCAD format.

### 2. Construction Plans (Phase 1 from Kemper Road to Appleseed Drive)

- Design construction plans to include:
  - Title Sheet
  - Schematic Plan
  - Typical Sections
  - General Notes and Details
  - Intersection Details
  - Quantity Summary and Engineer's Estimate
  - Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
  - Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
  - Pavement Markings and Signage Plan

### 3. Construction Plans (Phase 2 from Appleseed Drive to Symmes Creek Drive)

- Scope to match phase above.

### 4. Historical Site Investigation (by S&ME, Inc.)

- See attached scope from S&ME, Inc. for specific work to be performed in this phase.

### 5. Easement Preparation

- Prepare a legal description and pictorial exhibit showing a permanent sidewalk or temporary work easement on the appropriate properties.
- Negotiations with property owners for easements to be performed by client.
- Deed preparation and recording of the document are not part of this scope.

## 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. Landscape Architecture
2. Construction Layout Staking
3. Construction Bidding Procedures
4. Record Drawings
5. Construction Observation
6. Construction Administration

## Client Responsibilities

- Payment of all development and other 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, if necessary.
- 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

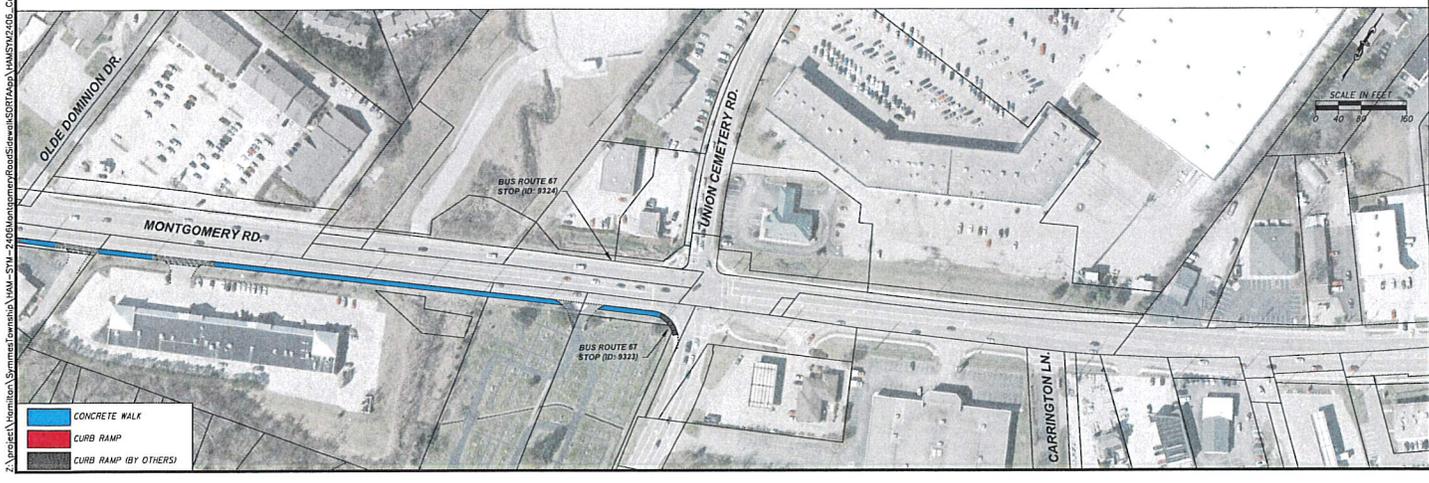
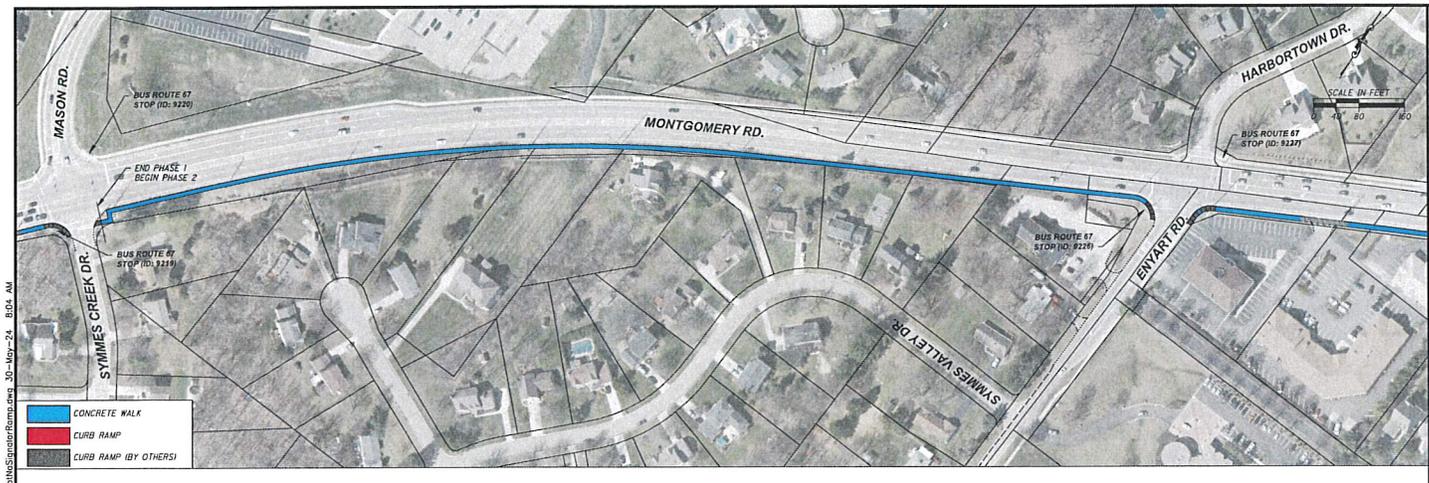
Topographic Survey	\$15,350.00
Construction Plans (Kemper to Appleseed)	\$51,300.00
Construction Plans (Appleseed to Symmes Creek)	\$39,500.00
Historical Site Investigation, by S&ME, Inc.	\$11,000.00
Easement Preparation (assumed 3 parcels)	\$2,400.00
<b>Total</b>	<b>\$119,550.00</b>

## Schedule

Choice One will have plans prepared for County and ODOT review within 180 days after receipt of an executed Agreement.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.





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 Choice One  
 Engineering

PROJECT NO. 100000000  
 LOCATION: 100000000

www.CHOICEONEENGINEERING.COM

**MONTGOMERY ROAD  
 SYMMES TOWNSHIP  
 EXHIBIT**

REVISIONS
FILE NAME EXHIBIT-2
DRAWN BY LJK
CHECKED BY TAN
PROJECT NO. 100000000
DATE 05/17/2024
SHEET NUMBER 2 OF 3





April 14, 2025

Choice One Engineering, Inc.  
8956 Glendale Milford Road, Suite 1  
Loveland, OH 45140

Attention: Troy Niese, P.E., CPESC

Reference: **Proposal for Historic Resource Services  
Sidewalks along Montgomery Road**  
Symmes Township, Hamilton County  
S&ME Proposal No. 25780077

Dear Mr. Niese:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to provide historic resource services for the above-mentioned project. The proposal describes our understanding of the project, outlines our approach, and presents a schedule and proposed fees for these services. Our Agreement for Services (Form AS-071) is attached and is incorporated by reference as part of this proposal.

## ◆ Background Information

Our understanding of the project is based on an email from Troy Niese of Land Solutions, LLC to Cody Flynn of S&ME, on March 26, 2025. The March 26 email included a map depicting the location of documented resources wetlands and a request for historic architecture services.

It is our understanding that the proposed undertaking consists of the installation of sidewalks along Montgomery Road between Kemper and Symmes Creek Drive in Symmes Township, Hamilton County, Ohio. Previous investigations identified a structure that is eligible for inclusion in the National Register of Historic Places (NRHP) adjacent to, and in view of the proposed sidewalk location.

## ◆ Scope of Services

The scope of services provided below is based on our previous experience with similar projects and not based on any input or requests from the Ohio History Connection (OHC).

### Task 1 – Background Research

S&ME will conduct an updated background literature and records search for the project area. The records search will be conducted using the OHC Online Mapping System, a GIS-based system that details information about previously recorded archaeological and historic resources in Ohio. If cultural resources exist that we do not have information on, master archaeological site maps, state archaeological site files, and associated archaeological



## Proposal for Historic Resource Services

Sidewalks along Montgomery Road

S&ME Proposal No. 25780077

reports will need to be examined at OHC. Historic maps of the project area, including Mills' atlas, county road maps, topographic maps, soil maps, Sanborn maps, and aerial photographs, as appropriate, will also be examined. The results of the literature and records search will be a historical context for the project.

### Task 2 –Fieldwork

Views of previously identified historic structures and landscapes adjacent to the project area will be recorded with digital photography. The location of each identified resource will be plotted on a project base map, and if necessary updated Ohio Historic Inventory (OHI) forms will be submitted to OHC.

### Task 3 – Analysis, Report Preparation, and Curation

The notes, photographs, maps, and other project-related materials will be returned to the S&ME laboratory for processing upon completion of the field studies.

S&ME will provide a draft report that will describe the methods used, results, and an assessment of potential effects to the viewshed of documented resources. If appropriate, we will also include recommendations for mitigation activities that may be necessary under pertinent federal and/or state laws. Once the draft report has been reviewed by the client and OHC, S&ME will address comments in a final report. Copies of the final report and requested/required electronic copies will be submitted to the client and OHC.

### ◆ Schedule and Fees

S&ME is prepared to begin fieldwork within three weeks of written notice to proceed (NTP). Once fieldwork has been completed, S&ME will submit a draft report to the client for review within four weeks. Following the client's review. The scope of service and fees provided in this proposal are valid for a period of 180 days.

Our services can be completed for a proposed lump sum fee of **Eleven Thousand Dollars (\$11,000.00)**.

We will not perform additional work without your authorization.

### ◆ Excluded Services

This proposal is solely intended for the basic services as described in the scope of services, the following services are not included in the fee stated above:

- ◆ Additional Phase I survey
- ◆ Survey, Evaluation, or Data Recovery Investigations of potentially significant archaeological sites;
- ◆ The development of a Memorandum of Agreements or other treatment documents;
- ◆ Mitigation activities proposed or recommend in an assessment report;
- ◆ Excavation of human remains; and
- ◆ Additional research or mitigation of potentially significant/significant historic structures/resources requested by the OHC after this proposal was submitted.



## ◆ Use of Proposal/Report

This proposal is solely intended for the basic services as described in the scope of services. The scope of services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

## ◆ Authorization

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

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

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

## ◆ Closing

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of any further assistance, please contact us at (843)972-0100 or by email at [abrummitt@smeinc.com](mailto:abrummitt@smeinc.com).

Sincerely,  
**S&ME, Inc.**

A handwritten signature in blue ink that reads "Leah Applewhite Galli".

Leah Applewhite Galli  
Architectural Historian

A handwritten signature in blue ink that reads "Aaron Brummitt".

Aaron Brummitt, RPA  
Principal Archaeologist

Attachments: Client-Provided Map of the Project Area  
Agreement for Services (AS-071)



Proposal for Historic Resource Services  
 Sidewalks along Montgomery Road  
 S&ME Proposal No. 25780077

**OSHPD Resources Map**

**Info**

**Historic Surveys: H00145**

H00145  
 HAM/WAR-US22/3-16, 16/0,00 (PID 12377)  
 Assessment for Five Properties in Hamilton and Warren Counties, Ohio, HAM-3337-51, HAM-3338-51, HAM-3343-51, WAR-97-10, WAR-1049-10

Hamilton County

**Historic Surveys**

ID	AREAS	COUNTY	TITLE
H00145	5.00	Hamilton	HAM/WAR-US22/3-16, 16/0,00 (PID 12377) Assessment for Five Properties in Hamilton and Warren Counties, Ohio, HAM-3337-51, HAM-3338-51, HAM-3343-51, WAR-97-10, WAR-1049-10

AUTHOR1	AUTHOR2	ORGANIZATI	DATE	REPORTLOCA	PSA	COMMENTS
Jean Randall	Kevin Davis	ODOT	12/31/2000, 7:00 PM	3	1	Author's: Heather Sullivan

**Choice One Engineering Corporation**  
**Standard Terms & Conditions**

4/17/2018

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

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

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

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

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

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

**Payment Terms** Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Received 39 Proposals

- Cincinnati - 5x
- Norwood - 2x
- Hamilton Co - 3x
- Springfield Twp - 2x
- Sycamore Twp - 2x
- Glendale - 2x
- Mariemont - 2x
- Silverton - 2x

Municipality	Project Name	Project Type	Total Cost	Funding Request
City of Cheviot	Bridgetown Road & Nolan Avenue Improvements	Road	\$570,304.00	\$285,152.00
City of Cincinnati	Victory Parkway Safety Improvements	Bridge/Tunnels	\$12,000,000.00	\$6,000,000.00
City of Cincinnati	Central Parkway Bikeway Ph. 3	Road	\$4,200,000.00	\$2,500,000.00
City of Cincinnati	Ridge Avenue Rehabilitation	Road	\$5,900,000.00	\$4,500,000.00
City of Cincinnati	2nd & 3rd Street Crosswalks	Road	\$3,000,000.00	\$2,700,000.00
City of Cincinnati	Streetcar Trench Drain Improvements	Road	\$624,800.00	\$562,320.00
City of Forest Park	Bus Route Sidewalk Improvements	Sidewalks	\$754,600.00	\$565,950.00
City of Harrison	Dry Fork Corridor Improvements	Bridge/Tunnels	\$10,100,000.00	\$4,242,000.00
City of Madeira	Dawson Road Promenade	Sidewalks	\$1,394,000.00	\$546,237.00
City of Mt. Healthy	Sewer Ave Rehabilitation	Road	\$884,000.00	\$707,200.00
City of Norwood	Montgomery Road North Improvements	Road	\$1,473,000.00	\$736,500.00
City of Norwood	Wayland Avenue Reconstruction	Road	\$1,002,000.00	\$701,400.00
City of Reading	Elizabeth, Anna, & Roth Rehabilitation	Road	\$324,000.00	\$194,400.00
City of Sharonville	Cornell Road Improvements	Road	\$1,304,333.00	\$913,033.00
City of Springdale	E. Kemper Road Improvements, Phase I	Road	\$2,481,940.00	\$2,232,000.00
City of Wyoming	Wyoming Avenue Improvements	Road	\$543,000.00	\$271,500.00
Colerain Township	HAM CR 96 5.25 Springdale Road Sidewalk	Sidewalks	\$1,027,795.00	\$513,897.00
Hamilton County	North Bend, West Seymour & Caldwell	Road	\$4,235,000.00	\$3,811,500.00
Hamilton County	Delhi Pike & Bender Road	Road	\$4,103,000.00	\$3,692,700.00
Hamilton County	Salem Road	Road	\$1,793,000.00	\$1,613,700.00
Springfield Township	Kirkland, Burgundy & Coleta Improvements	Road	\$1,300,000.00	\$1,170,000.00
Springfield Township	Springdew Drive and Butterfly Court Improvements	Road	\$900,000.00	\$810,000.00
Springfield Township	Seven Hills Improvements	Road	\$1,610,000.00	\$1,449,000.00
Sycamore Township	Sycamore Township North Connectivity Project	Sidewalks	\$6,827,193.00	\$5,461,754.00
Sycamore Township	Marievew Court and Frane Lane Project	Road	\$1,860,336.00	\$930,168.00
Symmes Township	Montgomery Road Sidewalk	Sidewalks	\$1,095,367.00	\$766,756.00
Village of Addyston	Church Street Extension & Dining Lane Improvements	Road	\$1,029,122.00	\$729,122.00
Village of Glendale	Congress at Coral/Washington Intersection Improveme	Road	\$450,000.00	\$360,000.00
Village of Glendale	Congress Avenue at Sharon Road Intersection Improv	Road	\$500,000.00	\$450,000.00
Village of Greenhills	Damon, Cromwell, & Springdale Roads	Road	\$695,000.00	\$556,000.00
Village of Lincoln Heights	Van Buren Street Improvements	Road	\$650,000.00	\$565,000.00
Village of Lockland	Cooper, Westview, Bacon Improvements	Road	\$514,000.00	\$411,200.00
Village of Mariemont	Miami and Remold Intersection Improvements	Road	\$727,150.00	\$654,435.00
Village of Mariemont	West Street Rehabilitation	Road	\$260,000.00	\$234,000.00
Village of Mariemont	Pleasant Street Rehabilitation	Road	\$330,000.00	\$297,000.00
Village of Silverton	Superior Avenue Reconstruction	Road	\$617,000.00	\$555,300.00
Village of Silverton	Siebern Avenue Improvements	Road	\$702,000.00	\$631,800.00
Village of St. Bernard	Tower & Washington Ave Improvements	Road	\$1,757,000.00	\$1,405,600.00
Village of Woodlawn	Wayne Avenue Sidewalk	Sidewalks	\$499,599.00	\$374,699.00
<b>Total</b>			<b>\$ 80,038,539.00</b>	<b>\$ 55,121,323.00</b>

