



Engineers, Surveyors, Planners, Scientists

March 2, 2022

Mr. John Moorehead, PE
City Engineer
City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

Subject: 2022 Sidewalk Maintenance Program Administration
Proposal for Program Development, Assessment Bidding and Construction Services

Dear Mr. Moorehead,

EMH&T is pleased to present a proposal for program development, bidding, and construction services for the City's 2022 Sidewalk Maintenance Program. Our scope of services is based on the Request for Proposal which was submitted June 25, 2021.

PROJECT UNDERSTANDING

EMH&T understands that the program area will be based upon the Draft 2022 Program Map prepared by the City of Gahanna and included in this proposal as Exhibit A. The 2022 program, as shown on the map, totals approximately 651 parcels. It is assumed that the sidewalk fronting each property includes approximately 20 to 30 sidewalk panels. While the frequency of deficient panels can vary significantly from one street or segment to the next, the 2021 inspections indicate that approximately 30-50% of the panels may be deficient in a given area. If this frequency is consistent between the 2021 and 2022 program areas, the construction cost for the 2022 program would be approximately \$1M to \$1.5M.

SCOPE OF SERVICES

The scope of services below includes the major tasks required to meet the inspection and construction bid phase services needs for the 2022 Sidewalk Maintenance Program.

1. Kickoff Meeting
 - a) Conduct an in-person kick-off meeting with City staff to discuss project priorities, needs, and the project schedule.
2. Program brochure creation, delivery list, and delivery
 - a) The City of Gahanna will prepare and provide a Sidewalk program brochure and cover letter to EMH&T for printing and mailing or hand delivering to properties in the 2022 program area.
 - b) Prepare a delivery list to include property owners and tenants for the properties within the Program Area and the delivery method to be used. Then, mail and/or hand deliver the brochures to the property owners and tenants.
3. Sidewalk compliance review
 - a) EMH&T will coordinate a field meeting with the City of Gahanna prior to field inspection to review conditions in the various areas of the 2022 program prior to commencement of field inspection. The purpose of this task is to ensure that field inspections are consistent with City expectations. It is recommended that the coordination meeting(s) occur in each area where the age and condition of existing walk varies from other areas. EMH&T will prepare a photo log of deficient and acceptable defects observed during those meetings for the field inspector to use as a reference during inspections.
 - b) Inspect the Program Area and mark in the field all sidewalk blocks identified as requiring maintenance.

- c) The inspections will be based upon a tiered approach (as approved by City) and the City's Sidewalk Maintenance Guidelines, which were updated on January 12, 2022.
 - d) EMH&T will provide a Microsoft Excel export of the compliance review data to the City for their review.
 - e) The tiered approach will involve the following unless otherwise adjusted by the City prior to the start of field work:
 - i. Tier 1 defects include: joints or cracks that are more than 1/2-inch in width, cross-slope greater than 7%, panel slopes away from street, cracking with broken pieces less than 2-feet across in any direction, concrete spalling with missing pieces greater than 2-inches in any direction.
 - ii. Tier 2 defects include: Vertical deflections greater than 1/4-inch (inspector to differentiate those that are above 1-inch from those that are between 1/4-inch and 1-inch), Other conditions identified by field inspector or City.
 - iii. When tier 1 defects are identified, those will be noted in the data collector and the field work will progress to the next panel without evaluating tier 2 defects. The purpose of the tiered approach is to increase the speed and efficiency of the data collection by allowing the field inspector to move on to the next panel once an obvious defect that warrants replacement is identified on the current panel.
4. Property owner identity verification and mailing list
- a) Work with the City to verify the identity of each property owner abutting sidewalk blocks that have been identified as non-compliant within the Program Area. The Franklin County Auditor Records will be used in the verification of property owners. Develop a mailing list for the verified property owners.
 - b) EMH&T will mail or deliver program brochures and informational letters. The City will mail official notices, estimates, and final invoices.
5. Property owner non-compliance notice
- a) Create a non-compliance notification for each abutting owner. The notification will include the property address and parcel number, an aerial map of the property with the property boundary and non-compliant sidewalk blocks identified, non-compliance issues identified during inspection, and estimated construction quantities and costs to maintain the sidewalk.
6. Construction Bidding and Submittal Review
- a) The City will compile and issue front end bidding documents and any necessary addenda.
 - b) We will assist the City with addressing questions from bidders.
 - c) The City will provide a list of property owners that have opted out of the program and EMH&T will remove those parcels from the program and final estimate prior to bidding.
 - d) We will prepare a final estimate of construction quantities and opinion of probable construction cost for each Program year.
 - e) We will develop a list of required submittals and review all submittals during construction. We will respond to submittals as follows:
 - i. Accepted
 - ii. Accepted as noted
 - iii. Rejected
 - iv. Directed to amend and resubmit with comments
 - f) Our submittal review process will be completed within fifteen (15) calendar days of receipt from the Contractor or according to an expedited review schedule mutually agreeable to all parties.
7. Construction Management
- a) We will furnish a Senior Construction Representative (SCR) to serve as the City's representative with the Contractor during construction.

- b) **Schedule Review and Monitoring:** The SCR will review and monitor all construction schedules, the schedule of Shop Drawing and Sample submittals and any other schedules prepared by the Contractor and consult with the City concerning acceptability of such schedules. When reviewing and monitoring schedules, the SCR:
 - i. Verify that schedule-related items, including activities, milestones and phasing, are in compliance with the Contract Documents.
 - ii. Verify the reasonableness of activity durations with regard to the quantities of work involved.
 - iii. Consider submittals, material deliveries and lead times, and related inspection requirements.
 - iv. Include recommendations to the City for acceptance, acceptance as noted, rejection, or revision and resubmittal of any Contractor schedule.
- c) **Record Keeping:** The SCR will maintain appropriate project records. Project records will include contracts, correspondence issued and received, construction documents, change orders, inspections and claims. Project records that cannot be electronically recorded or filed, such as material samples, shall be maintained at a City-approved location. In addition to monitoring quantities for project completion, the SCR will maintain accurate and complete records of construction quantities performed on each individual abutting property for the purposes of supporting a special assessment.
- d) **Submittal Review and Monitoring:** The SCR will coordinate the Submittal review process and monitor all Submittals to support timely processing. The SCR will receive samples that are furnished at the site and notify the City of the availability of the samples for examination. The SCR will advise the City of the commencement of any portion of the Work requiring a Submittal if the SCR believes that the Submittal has not been received from the Contractor. The SCR will receive and log the Submittal and review the Submittal without delay for completeness.
- e) **Requests for Information or Interpretation (RFI):** The SCR will review and monitor all RFI's from the Contractor to support timely responses by the CITY and Consultant. During this process, the SCR will:
 - i. Receive from the Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents, or relating to the acceptability of the Work under the Construction Contract Documents.
 - ii. Return RFI's to the Contractor that are not valid because the requested information is within the contract documents or do not contain adequate information for a response.
 - iii. Report any valid RFI to the City requesting a response.
 - iv. Facilitate responses, typically within five (5) calendar days of receipt of notification. Responses may require changes to specifications and/or drawings by the Consultant.
 - v. Return RFI response(s) to the Contractor.
- f) **Claims and Disputes:** The SCR will assist the City in researching and managing potential claims and provide documentation, correspondence, and recommendations to the City.
- g) **Conferences and Meetings:** The SCR will attend and participate in meetings with the City and/or Contractor, such as preconstruction conferences, monthly progress meetings, and other Project-related meetings, and distribute copies of minutes thereof (draft minutes within one week of a meeting and final minutes presented at the next meeting).
- h) **Contractor's Application for Payment:** The SCR will coordinate with the Resident Project Representative (RPR) to confirm that Contractor's payment applications are accurate / complete and can be recommended to the City for payment.

- i) **Contract Modification and Change Order Management:** The SCR will coordinate, evaluate, and process Potential Change Order requests by the Contractor. Where necessary the SCR, in coordination with the City, will analyze and negotiate cost, scope, and schedule change requests, ensuring adequate supporting documentation has been provided by the Contractor. The SCR's evaluation of Change Order requests includes, but is not limited to, the following:
 - i. Scope, schedule, and costs are reasonable
 - ii. Unit costs are reasonable
 - iii. Quantities are accurate
 - iv. The level of detail is appropriate
 - j) **Inspections, Tests, and System Start-ups:** The SCR will:
 - i. Consult with the City in advance of any scheduled inspection, tests, and systems start-ups.
 - ii. Observe, record, and report to City appropriate details relative to the test procedures.
 - i) **Substantial Completion:** The SCR will assist the City and Engineer in the preliminary inspection of the project, including development and distribution of the Project Punchlist, to verify substantial completion.
 - j) **Final Completion and Closeout:** The SCR will assist the City in the final inspection of the project, which includes confirming the Contractor's completion of work listed on the Project Punchlist.
 - k) **The SCR will not:**
 - i. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - ii. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the Work, by the Contractor or any other Constructor.
 - iii. Accept Shop Drawing or Sample submittals from anyone other than the Contractor.
 - iv. Supervise, direct, or have control over the Contractor's work.
8. Construction Inspection
- a) We will furnish a full-time Resident Project Representative (RPR) to observe the progress and quality of the Work. The RPR shall be the City's representative at the Site and will confer with the City throughout the duration of construction. Inspection services shall include verifying adherence to contract documents, preparing daily inspection reports, photo-documentation of work performed and reviewing the Contractor's applications for payment.
 - b) The RPR's duties and services will include the following:
 - i. Be familiar with and knowledgeable of all Contract Documents including plans, specifications, applicable standards.
 - ii. Maintain daily report of site activities and document work performed through site photos.
 - iii. Verify adherence of construction performed to the contract documents.
 - iv. Review draft applications for payment with Contractor for accuracy and compliance with contract requirements. This shall include confirmation of quantities of work completed.
 - v. If an instance arises where the Contractor proceeds with work that does not conform to the contract documents, immediately notify the City and document non-compliant work on the daily report and with photos.
 - vi. Verify that the Contractor is maintaining a marked-up set of redline construction document.

9. Legislative Support

- a) We will assist the City in defining the area for the Sidewalk Maintenance Program. This will include a review of those corridors previously improved by a Street Program, preliminary estimates. City administration will present the Program Area to City Council for adoption.
- b) The Consultant will provide documentation in support of City Council's actions preceding and including the passage of an Ordinance adopting special assessments for all properties benefited by the Sidewalk Maintenance Program including, but not limited to:
 - i. Descriptions of the nature and location of the improvements and the lots or parcels of lands to be assessed.
 - ii. Plans and Cost Estimates for the proposed improvements.
 - iii. Estimated assessment amounts benefitting each parcel of land.
 - iv. Statement of what portion of the costs shall be paid by the City and what is to be paid by special assessment.
 - v. Determination of the actual cost of all improvements that were authorized by a Resolution of Necessity. Preparation of documents for City Council to report the actual cost of improvements installed on each property served by the Sidewalk Maintenance Program.

SCHEDULE

We are prepared to begin work identified in this proposal immediately upon receipt of Notice to Proceed. Upon receiving authorization, we will develop a detailed project schedule and conduct a kick-off meeting with the City.

FEE

These services will be provided as per the conditions of our Professional Services Agreement and EMH&T's standard labor rates. Fees for the work described within the Scope of Services shall not exceed the amount shown in the table, below, without prior authorization from the City. Invoices will be submitted monthly and based on the progress of the work and are payable upon receipt.

EMH&T SERVICES FEE SUMMARY – 2022 PROGRAM

Description	Fee
Task 1: Kickoff Meeting	\$1,015
Task 2: Program Brochure	\$3,510
Task 3: Sidewalk Compliance Review	\$65,005
Task 4: Property Owner Verification	\$2,640
Task 5: Property Owner Non-compliance Notice	\$11,840
Task 6: Construction Bidding and Submittal Review	\$5,455
Task 7: Construction Management	\$35,310
Task 8: Construction Inspection	\$89,350
Task 9: Legislative Support	\$4,855
TOTAL FEE	\$218,980

These fees include both labor and anticipated expenses and will not be exceeded without prior authorization from the City of Gahanna. Should this scope increase to incorporate additional improvements, additional fees may be necessary to cover the cost of professional services.

EMH&T appreciates the opportunity to submit this proposal to you and looks forward to working with you on this project. We are prepared to commence work upon receipt of your acceptance.

If you have any questions, please do not hesitate to call.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Ryan M. Andrews, PE

Enclosures: Exhibit A – Draft 2022 Program Map
 Exhibit B – Sidewalk Maintenance Guidelines (1/12/22)
 Exhibit C – Terms and Conditions
 Exhibit D – 2022 Rate Schedule

Copy: Caitlyn Ridge, PE, Assistant City Engineer
 Jarrod Holtzapple, PE, EMH&T

Acceptance and Authorization to Proceed

Authorized Signature

Title

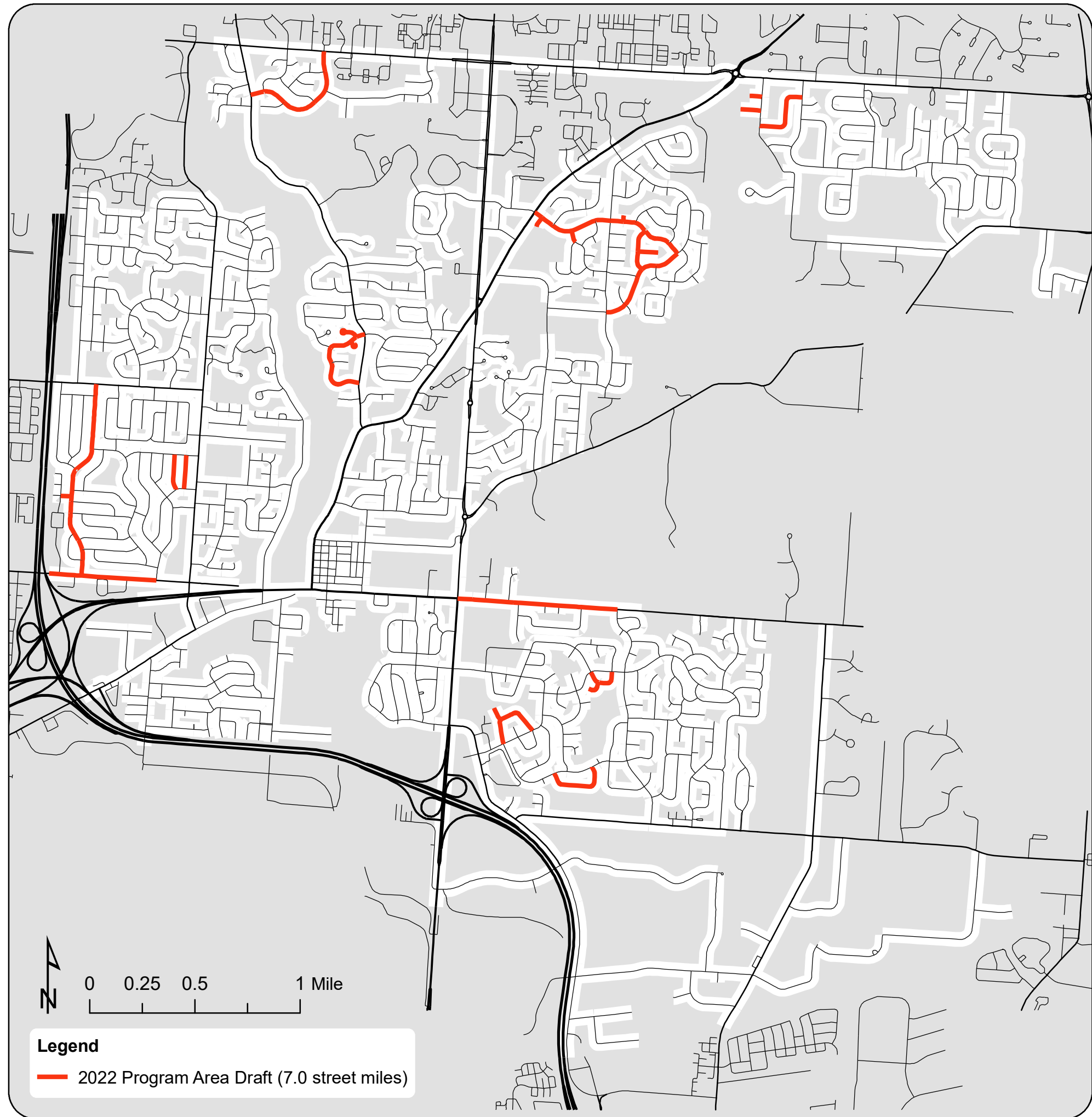
Company Name

Print Name and Date

Exhibit A

DRAFT
2022 Sidewalk Maintenance Program

- Agler Rd (West Corp Limit to Imperial Dr)
- Ashford Glen Ct (Ashford Glen Dr to End of Court)
- Ashford Glen Dr (Fleetrn Ave / Caroway Blvd to Walbridge Dr / Caroway Blvd)
- Avonwick Pl (Coronation Ave to Prince of Wales Dr)
- Brookhill Dr (Highmeadow Dr / Greencroft Rd to Cherry Bottom Rd)
- Codet Rd (Lincolnshire Rd to Penny Ln)
- Dark Star Ave (E Johnstown Rd / Beecher Rd to Riva Ridge Blvd)
- Dark Star Pl (Dark Star Ave to End of Court)
- Dunoon Dr (Waterbury Blvd / Codrington Cir to Waterbury Blvd / Beaverbrook Dr)
- Frances Ct (Laurel Ridge Dr to End of Court)
- Greencroft Rd (Morse Rd to Highmeadow Dr / Brookhill Dr)
- Havens Corners Rd (Hamilton Rd to Helmbright Dr)
- Haymarket Pl (Coronation Ave to Prince of Wales Dr)
- Hunters Run (Beaverbrook Dr E to Beaverbrook Dr W)
- Laurel Ridge Dr (Cherry Bottom Rd to Cherry Bottom Rd / Crossing Creek Way)
- Lincolnshire Rd (Mccutcheon Rd to Agler Rd)
- McCarron Ct (Dark Star Ave to End of Court)
- Moon Glow Ct (Taurus Ave to End of Court)
- N Creekway Ct (Shull Rd to End of Court)
- Riva Ridge Blvd (Bryn Mawr Dr to Pimlico Dr)
- S Creekway Ct (Shull Rd to End of Court)
- Sleeping Meadow Dr (Shull Rd to Harrison Pond Dr)
- Taurus Ave (Dark Star Ave to Riva Ridge Blvd)
- Tim Tam Ave (Cordero Ln to Dark Star Ave)
- Vivian Ct (Laurel Ridge Dr to End of Court)
- Warlock Ct (Dunoon Dr to End of Court)





Sidewalk Maintenance Guidelines

Adopted 08/31/2021

Updated 01/12/2022

The City of Gahanna places a high priority on maintenance of the City's infrastructure, including maintaining a safe sidewalk network throughout the City. Sidewalks that are in good repair promote community-wide safety and enhance connectivity and walkability. Identifying when a sidewalk requires maintenance work depends on many factors. Below is a list of factors that will be considered when determining whether a sidewalk requires maintenance under applicable City Code.

Sidewalk panels that have any of the following issues will require maintenance in accordance with the City's sidewalk code (Gah. Code §521.06):

- Concrete spalling (more than 2 inches of concrete in any direction has broken away the sidewalk in fragments)
- Sections project above walk more than ¼ inch
- Gaps between joints or cracks more than ½ inch
- Excessive cross slope (cross slope more than 7 percent)
- Slopes away from street
- Excessive cracking (broken pieces less than 2 feet across in any direction)
- Other conditions which, in the opinion of the Director or their designee, are causing an unsafe walking surface. Such conditions may include, but are not limited to, deteriorating patches, wedges, loose or partial infill, surface deterioration, or vegetation growing in cracks.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Terms and Conditions of Professional Service

These terms and conditions together with any Proposal attached hereto constitute the entire agreement (hereinafter the "Agreement") between Evans, Mechwart, Hambleton & Tilton, Inc. ("EMH&T") and Client as if they were part of one and the same document.

Definitions:

"EMH&T" shall refer to Evans, Mechwart, Hambleton, and Tilton, Inc., an Ohio Corporation, and its sub-consultants. "Client" shall refer to the person, firm, or corporation that has entered into a contractual relationship with EMH&T providing for the performance of professional services. "Proposal" shall refer to the written scope of services, unit prices, and/or fixed fee provided by EMH&T to Client describing, if applicable, the nature of the services to be performed by EMH&T or its sub-consultants, and the amount and type of compensation to be paid for those services.

Authorization as Representative

Client authorizes EMH&T to take all actions on Client's behalf which EMH&T, in its sole discretion, believes to be necessary to perform the services described herein and in the Proposal.

Access to Property/Site Conditions

Client shall obtain, without cost to EMH&T, free right of access for EMH&T personnel to enter upon any land so long as such entry is reasonably necessary to perform said services. Client understands that services provided by EMH&T commonly require drilling, sampling, and other activities that may disrupt use of the premises and may disturb, alter, or damage terrain, crops and/or vegetation. Client waives all claims against EMH&T for any loss or damage to property that is based on EMH&T's disturbance, alteration, or damage to the terrain, crops and/or vegetation, including, but not limited to, the loss of use of property and the cost to restore property. EMH&T also shall have no obligation to restore the site to its original condition.

Client shall provide accurate information to EMH&T as to the size, condition and location of the project site and the location of any underground utilities, utility services, structures, manholes, and underground storage tanks. EMH&T shall be entitled to rely upon the accuracy and completeness of such information.

Standard of Care and Liability

EMH&T shall exercise reasonable care in the performance of its duties under this Contract. EMH&T makes no other warranties or representations, whether express or implied, regarding the quality of its work under this Agreement. Client agrees that the liability of EMH&T, and that of its officers, directors, employees, agents and subconsultants, arising out of EMH&T's performance hereunder shall be limited to the lesser of EMH&T's applicable insurance coverage available at the time of settlement or judgment, or the fee amount paid to EMH&T for work performed under this Agreement. Neither party shall be liable to the other for any incidental, indirect, special, punitive or consequential damages. Client must bring any cause of action arising under this Contract within one year from the time the cause of action accrues.

EMH&T shall not be liable for the acts or omissions of any person who is performing work on the project site, nor for any instructions given by Client to any person who is performing work on the project site. EMH&T shall not be responsible for any construction means and methods or job site safety.

Confidentiality of Information

EMH&T shall utilize reasonable measures to maintain confidentiality of Client information related to services described in the Proposal. Client acknowledges that EMH&T may have past or present contractual relationships with individuals or entities practicing the same or related business in the same geographic area as Client, and/or with government agencies having regulatory authority over Client's project.

Ownership of Documents

Client agrees that all reports, plans, specifications, logs, calculations, estimates, and test data, including electronic media, are EMH&T's instruments of professional service. All such material is and shall remain the sole and exclusive property of EMH&T. Provided Client meets all of its obligations including prompt payment of EMH&T invoices, Client may make and retain hard (i.e. not electronic) copies of such materials solely for use on the project. Such materials are not to be reused, in whole or in part, by Client on any other projects. Client also shall not permit or authorize a third party to use EMH&T's instruments of service on another project without the express consent of EMH&T. EMH&T shall not be required to provide or deliver electronic copies of documents unless specifically required in the Proposal. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, EMH&T makes no warranties, either express or implied, with respect to electronic files if such files are provided.

Indemnity

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold EMH&T harmless, including the payment of reasonable attorney's fees to or on behalf of EMH&T, from and against any and all claims, demands, and causes of action for damages of any kind that arise out of or relate to EMH&T's performance under this Agreement and that were caused or allegedly caused by any of the following:

- a) The Client's negligence;
- b) The Client's breach of this Agreement;
- c) The Client's modification and/or misuse of EMH&T's Instruments of Service;
- d) EMH&T's activities that disturbed, altered, or damaged terrain, crops or vegetation;
- e) EMH&T's reliance on geotechnical data provided by Client or its consultant;
- f) EMH&T's use of Client's standards for non-public improvements;
- g) The construction of any non-public improvements that was not observed and inspected by EMH&T pursuant to a construction phase service contract.

Termination and Suspension

This Agreement may be terminated by either party providing written notice to the other no less than 10 calendar days in advance of the effective date of the termination. Fees, expenses, and other amounts due EMH&T shall be due and payable immediately upon termination including such amounts reasonably incurred by EMH&T in the process of stopping work after the notice of termination is received. If the project is suspended for more than 30 calendar days in the aggregate, EMH&T shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting

remobilization costs. In addition, there shall be equitable adjustment in the project schedule based on the delay caused by the suspension.

Payment

By accepting the Proposal, Client agrees to pay EMH&T, in the manner described therein, the full amount set out in the Proposal. In the event the Proposal does not provide for a fixed fee or hourly rate schedule for specific services provided, billing shall be on a value basis in accordance with EMH&T Billing Policy. Client shall be invoiced and all invoices shall be due and payable within 30 days of issuance. Unless prior agreement is made in writing, Client is liable for timely payment of invoiced amounts without regard to whether Client has received financing, payments, or income from any source, including funds related to the project for which services were provided by EMH&T. In the event payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month. If the Client fails to make payments when due or otherwise is in breach of this Agreement, EMH&T may suspend or terminate performance of services immediately upon notice to Client. EMH&T shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension/termination. In the event legal action is necessary to enforce the payment provisions of this Agreement, EMH&T shall be entitled to collect from the Client any judgment or settlement sums due, and reasonable attorney fees, court costs, and other expenses incurred by EMH&T in connection therewith, together with the value of the time of EMH&T employees and expenses spent in connection with such collection action.

Hazardous Materials

Unless otherwise provided in the Proposal, both EMH&T and Client acknowledge that this Agreement does not contemplate the presence at the project site of any hazardous or regulated substances including asbestos. In the event that the presence becomes known of any hazardous or regulated substances on or near the project site, EMH&T may, at its option and without liability for consequential or any other damages, terminate or suspend performance of services under this Contract.

Soil Conditions

Unless specifically provided for in the Proposal, EMH&T does not provide geotechnical assessment of soil conditions and shall not be liable to Client for any damage or loss related to the soil condition, design of pavement sections, subgrade, underdrainage, backfill, and related items, whether shown or not shown on a plan prepared by EMH&T.

Americans with Disabilities Act (ADA) Requirements

Client acknowledges that ADA requirements and implementation guidelines change over time and may vary by jurisdiction. Client further acknowledges that ADA compliance involves fine tolerances that are governed by the means and methods of construction. EMH&T will exercise reasonable care in the specification of ADA compliant facilities subject to local standards and requirements. EMH&T makes no warranty or representation, either express or implied, that either public or non-public improvements will satisfy ADA requirements, implementation guidelines, and/or local requirements, regardless of whether or not said improvements are constructed in accordance with instruments of service prepared under this Agreement. Client shall verify compliance with all applicable ADA requirements and guidelines prior to accepting constructed improvements.

Opinions of Probable Construction Cost

Opinions of the probable cost of performance in accordance with instruments prepared by EMH&T are not warranted to reflect the actual cost to Client of such work. Unless otherwise specified, the construction cost of an entire project means the probable total cost to Client of those portions of the project designed and specified by EMH&T exclusive of the value and cost of EMH&T services, land, rights of way, interest and financing.

Project Submittals

EMH&T's review of submittals, substitutions, and proposed changes and modifications shall be solely for the purpose of confirming that the submitted information is in general conformance with the design and the project objectives. EMH&T shall not be responsible for variations proposed or implemented by Contractor. Contractor shall remain responsible for satisfaction of all project objectives, codes and criteria.

Performance, Delay, and Force Majeure

If a schedule is agreed to in the Proposal then EMH&T shall use reasonable efforts to perform according to said schedule. Client acknowledges that EMH&T's performance often involves public agencies and other parties that can have substantial impact on scheduling. Neither party shall hold the other responsible for damages or delay(s) in performance caused by events beyond the control of either party. Such acts or events shall include but not be limited to unusual weather, floods, epidemics, strikes, lockouts, protest demonstrations, and unanticipated site conditions.

Notice, Jurisdiction and Venue

Any notice to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally or by courier, or three business days after transmission by email or deposit in the United States mail with postage prepaid, certified or registered, return receipt requested, addressed to EMH&T or Client agent that signed the Proposal. Disputes that cannot be resolved shall be submitted to mediation prior to the initiation of litigation by either party. Client and EMH&T agree to jurisdiction and venue in Franklin County, Ohio for all actions, proceedings or disputes arising from, relating to, or in connection with this Agreement.

Applicable Law and Survival

The validity, performance, and interpretation of this Agreement shall be according to the laws of the State of Ohio. All obligations arising prior to the completion or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between EMH&T and Client shall survive the completion of services and the termination of this Contract.

Assignment and Addendum

Neither party shall assign or transfer its interest in this Agreement without the written consent of the other party. Consent to such assignment or transfer shall not be unreasonably withheld. This Agreement may not be amended except in a writing executed by both EMH&T and Client. No alterations or modifications to the Proposal or these terms and conditions shall be effective unless affirmatively agreed to in writing by both parties.

Binding Effect of Agreement

This Agreement shall be binding upon and inure to the benefit of the parties thereto, their successors and assigns. If and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, then the remainder of the Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Exhibit D

EMH&T RATE SCHEDULE EFFECTIVE January 1, 2022

PRINCIPAL	\$200.00 – \$275.00 per hour
SENIOR ENGINEER	\$135.00 - \$190.00 per hour
ENGINEER II	\$120.00 - \$125.00 per hour
ENGINEER I	\$115.00 per hour
ENGINEER AIDE	\$93.00 - \$105.00 per hour
SENIOR SURVEYOR	\$150.00 - \$185.00 per hour
SURVEYOR II	\$125.00 - \$135.00 per hour
SURVEYOR I	\$115.00 per hour
SURVEY AIDE	\$100.00 per hour
SENIOR ENVIRONMENTAL SCIENTIST	\$120.00 - \$175.00 per hour
ENVIRONMENTAL SCIENTIST II	\$100.00 per hour
ENVIRONMENTAL SCIENTIST I	\$90.00 per hour
ENVIRONMENTAL TECHNICIAN	\$80.00 per hour
SENIOR LA/PLANNER	\$150.00 - \$180.00 per hour
LA/PLANNER II	\$120.00 per hour
LA/PLANNER I	\$105.00 per hour
SENIOR DESIGNER	\$115.00 per hour
DESIGNER	\$97.00 - \$105.00 per hour
SENIOR TECHNICIAN	\$90.00 per hour
TECHNICIAN	\$80.00 per hour
INTERN	\$60.00 per hour
SENIOR RESIDENT PROJECT REPRESENTATIVE	\$90.00 - \$110.00 per hour
RESIDENT PROJECT REPRESENTATIVE	\$85.00 per hour
CONSTRUCTION REPRESENTATIVE	\$110.00 per hour
SENIOR CONSTRUCTION REPRESENTATIVE	\$135.00 - \$150.00 per hour
SURVEY FIELD CREW	\$110.00 - \$240.00 per hour
SENIOR ARCHAEOLOGIST	\$140.00 per hour
ARCHAEOLOGIST	\$85.00 per hour
PROJECT ADMINISTRATOR	\$95.00 per hour
CLERICAL	\$70.00 - \$80.00 per hour
ADMINISTRATIVE	\$100.00 per hour
OPERATOR	\$90.00 per hour
OPERATIONS ASSISTANT	\$70.00 per hour
TRANSPORTATION	\$0.585 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%