

RESOLUTION NO. 113-23
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Duke Lunsford ON
THE 18th DAY OF December, 2023.

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A PROFESSIONAL ENGINEERING
SERVICES AGREEMENT WITH CESO INC., OF
MIAMISBURG, OHIO FOR THE DESIGN OF CLYO/E.
FRANKLIN BIKE PATH PROJECT (SS-5).

WHEREAS, the City is desirous of obtaining professional design
services to assist in the preliminary and final design of Clyo/E. Franklin Bike
Path Project (the "Project"); and

WHEREAS, the City of Centerville advertised for qualifications for
the Project; and

WHEREAS, **CESO Inc.** was the most qualified design company in
that they have unique knowledge of such services and a demonstrated ability
to assist in accomplishing the objectives of the City; and

WHEREAS, CESO Inc. submitted a proposal for the scope of services
for the Project.

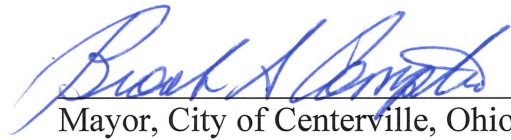
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE
HEREBY RESOLVES:

Section 1. That the qualification and proposal submitted by **CESO
Inc. of Miamisburg, Ohio** for the design of Clyo/E. Franklin Bike Path
Project (SS-5), is hereby accepted in the amount of \$387,185.00.

Section 2. That the City Manager is hereby authorized to execute an
agreement with CESO Inc. that is substantially similar to the copy attached
hereto as Exhibit "A" and do all things necessary to execute the agreement
with **CESO Inc.**, as stated above.

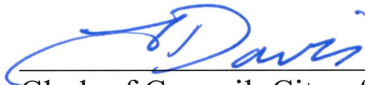
Section 3. This resolution shall become effective at the earliest date
allowed by law.

PASSED this 18th day of December, 2023.



Mayor, City of Centerville, Ohio

ATTEST:



Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of Resolution Number 113-23 passed by the Council of the City of Centerville, Ohio on the 18th day of December, 2023.



Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

December 12, 2023

James Brinegar, P.E.- City Engineer jbrinegar@centervilleohio.gov
City of Centerville 937-428-4782
7970 South Suburban Road
Centerville, OH 45458

**RE: Cloyo/E Franklin Bike Path Project (PID No. 119385)
 Professional Engineering Services**

Dear Mr. Brinegar:

CESO, Inc. is pleased to submit our proposal to provide professional engineering services for the above referenced site. Please refer to the Scope of Services for a detailed description and fees.

Upon receipt of your approval, CESO will commence work on this project as indicated in the Scope of Services. Authorization by the City of Centerville to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion.

CESO values you as a client. We appreciate the opportunity to provide this proposal, and we look forward to working with you on your project. Should you have any further questions, please do not hesitate to call us.

Sincerely,



Todd Hanahan, PE
Senior Project Manager
937-307-5070



Neil Schwartz, PE
Director of Transportation
614-634-2492

www.cesoinc.com

Attachment A

Scope of Services

City of Centerville | Clio/E Franklin Bike Path Project
December 12, 2023



Project Understanding

The City of Centerville has identified desired pedestrian facility improvements along E Franklin Street and Clio Road to improve pedestrian connectivity, particularly for hikers and bikers that are utilizing the trail systems nearby. The improvements include removing existing concrete sidewalk, constructing a 10-foot shared used path, upgrading curb ramps, and traffic signal modifications as needed. As part of this contract, CESO will provide professional engineering services to refine the proposed improvements, provide detailed engineering design, and to develop an improvement plan for contractor bidding and construction. A project scoping meeting between the City and CESO was completed on 08/24/2023. The scoping meeting and our understanding of the project has guided the below scope of services.



Base Fee Services

PRELIMINARY ENGINEERING SERVICES:

1. Topographic Survey and Basemapping

CESO will work with Carpenter Marty Transportation to perform a topographic survey for the project area. This will include the following services:

- a. Research available public records such as deeds, plats, and right-of-way plans
- b. Request plans and markings of underground utilities through the Ohio Utilities Protection Service
- c. Prepare and send out Property Owner Notification Letters.
- d. Perform topographic survey of the anticipated project area. This is assumed to be the south side of E Franklin Street and east side of Clio Road, from edge of asphalt to 30-feet beyond back of curb.
- e. Prepare topographic and boundary basemaps in AutoCAD for use in design and plan production.

2. Alternative Analysis

As part of the scope, CESO will prepare a Alternative Analysis examining three different routes for the proposed improvements. The three routes examined will be the following:

- a. On-road bicycle facilities
- b. Shared-use path on north side of E Franklin Street and west side of Clio Road
- c. Shared-use path on south side of E Franklin Street and east side of Clio Road.

For each of the three alternatives, CESO will prepare a roll plot exhibit showing the alignment of the proposed improvements. In lieu of a detailed report, CESO will meet with the City to go over each of the proposed alternatives while discussing potential impacts, including right-of-way, utility conflicts, and environmental concerns. Following the meeting with the City, a memorandum will be prepared giving an overview of the proposed alternatives, and a recommended alignment to take into final design.

3. Environmental Red Flag Summary

CESO will work with Lawhon & Associates to perform an Environmental Red Flag Summary of the project corridor. This Task includes literature review of project area for environmental resources and a summary of red flag environmental resources for inclusion in the feasibility study. Deliverable will be written summary based upon readily available resource information and does not include a field review of project area. Task does not include separate stand-alone technical studies.

4. Public Involvement Meeting Preparation

Once a preferred alternative is determined, it is anticipated that a public involvement meeting will be held to present to residents the alternatives that were analyzed, and why the preferred alternative was chosen. CESO staff will assist the City to plan and prepare for the public involvement meetings. It is assumed that resident notifications, announcements, sign-in sheets, and comment sheets will be provided by the City. CESO will prepare up to three (3) exhibits/graphics including color renderings for plan view, elevation view, and perspective view.

FINAL ENGINEERING SERVICES:

Once Preliminary Engineering has been completed and a preferred alternative has been selected, CESO will request to proceed with Final Engineering Services. At that time, CESO and its subconsultants will review and finalize the Final Engineering Services scope and fee, which is anticipated to include the following:

5. Utility Coordination

CESO will assist the City with private utility coordination throughout the project. We will request that private utility companies verify their existing facilities and their proposed facility needs. Our team will work with the utility company designers to determine the ultimate placement of distribution lines and service lines. Our services will include:

- a. Submit plans to private utility companies
- b. Assist utility companies in identifying conflicts and determining appropriate mitigation
- c. Review relocation plans

6. Detailed Design Plans

Construction plans will be developed in accordance with City of Centerville and ODOT standards and include the components listed below. The project will follow the ODOT Project Development Process and be submitted to ODOT and the City for review. Detailed plans are anticipated to include the following:

- a. Title Sheet
- b. Schematic Plan
- c. Typical Sections
- d. Project Site Plan
- e. General Notes
- f. Maintenance of Traffic Notes
- g. General Summary/Subsummaries
- h. Plan & Profile Sheets
- i. Cross Sections
- j. Drive Details
- k. Curb Ramp Details
- l. Traffic Control Plan
- m. Traffic Signal Modification Plans

- n. Landscape Plan (For Street Tree Modifications)
- o. Applicable City and ODOT Detail Sheets

At each submittal CESO will provide the City with an Engineer's Opinion of Probable Construction Cost for the improvements.

7. Right-of-Way Plans

A preliminary review of existing right-of-way along E Franklin Street and Clyo Road showed that permanent right-of-way acquisition may be required. For the purposes of project budgeting and estimating the anticipated right-of-way plan scope, it has been assumed that right-of-way plans will be prepared for the entire corridor with a total of 10 permanent acquisitions and 10 temporary easements. CESO will work with Carpenter Marty Transportation to prepare Right-of-Way Plans in accordance with ODOT standards. Proposed right-of-way takes will be shown as Warranty Deed (WD). The necessary boundary and deed research will be performed in order to prepare the right-of-way plans and associated legal descriptions. Once the City has completed the right-of-way acquisition, Carpenter Marty will set the right-of-way pins as required by the State of Ohio.

8. Project Coordination & Management

CESO will coordinate between all stakeholders and will manage the advancement of the project through the planning phase and preliminary engineering design phase. Managing the design process will be performed to maintain schedule, budget, and plan quality. Under this proposed scope CESO will provide the following services:

- a. Attend general project coordination and review meeting with the City
- b. Prepare/Update Project Schedule
- c. General Management & Oversight (assume 2 hours/month for 40 months)



Additional Services (If-Authorized)

9. Public Involvement Meeting Attendance

CESO will have up to two (2) staff attend the public involvement meeting. It is assumed that the meeting will be conducted in-person at the City's offices or somewhere nearby and last 3 hours.

CONTRACT FEE STRUCTURE

CESO proposes to complete the above outlined scope of services on a Time and Material basis Not to Exceed fees below. CESO's Schedule of Terms and Conditions, which apply to the work, is attached. Your verbal or written authorization to proceed will form a binding contract and indicates your acceptance of our Terms and Conditions. Any changes to our Terms and Conditions must be agreed to in writing by both parties prior to beginning work on the project.

PRELIMINARY ENGINEERING SERVICES	Fee	Type of Fee
Topographic Survey & Basemapping	\$116,257	TMNTE
Feasibility Study	\$15,011	TMNTE
Environmental Red Flag Survey	\$3,650	TMNTE
Public Involvement Meeting Preparation	\$3,296	TMNTE
PRELIMINARY ENGINEERING SERVICES TOTAL	\$138,214	TMNTE

FINAL ENGINEERING SERVICES	Fee	Type of Fee
Utility Coordination	\$4,647	TMNTE
Detailed Design Plans	\$121,384	TMNTE
Right-of-Way Plans	\$106,615	TMNTE
Project Coordination and Management	\$15,475	TMNTE
FINAL ENGINEERING SERVICES TOTAL	\$249,735	TMNTE

IF-AUTHORIZED SERVICES	Fee	Type of Fee
Public Involvement Meeting Attendance	\$850	TMNTE
IF-AUTHORIZED SERVICES TOTAL	\$850	TMNTE
TOTAL	\$387,185	TMNTE

CLARIFICATIONS AND EXCLUSIONS

The scope of work listed within this document are based on our knowledge and understanding of the project and serves as the basis for the proposed contract fee. If any significant scope changes are needed that require a modification of this agreement CESO will notify the City. The following services are specifically excluded from this proposal:

- Traffic studies
- Geotechnical Investigations
- Environmental Permitting
- Sanitary Sewer Design (minor adjustments included)
- Waterline Design (minor adjustment included)
- Irrigation Design
- Stormwater BMP Design
- NOI/NPDES Permitting
- Retaining Wall Design
- Subsurface Utility Exploration
- Street Lighting Design (minor adjustments included)
- Private Utility Relocation Design
- Permitting fees
- Layout staking
- Bidding services
- Shop drawing review
- Construction phase services
- Right-of-Way Acquisition
- Record drawing preparation

It is understood that the Client hereby grants CESO or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our CESO, agents, staff, consultants, and subcontractors for the purpose of obtaining field information pertinent to the subject project.

If you are in agreement with the above scope and fees please sign and email a scanned copy back to the person(s) listed on the cover letter of this proposal. Payment for all invoices should be sent to:

CESO, Inc., Accounting Department
3601 Rigby Road, Suite 300
Miamisburg, OH 45342.
Email inquiries should be sent to: accounting@cesoinc.com

TERMS & CONDITIONS

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

1. **Scope of Services.** Professional shall provide Client with services in connection with the Project as described in Scope of Services Attachment A. Professional shall provide its services pursuant to the Agreement in accordance with current, accepted professional standards appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this Agreement, Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.
2. **Schedule of Services.** Professional shall start and **take reasonable steps in an effort to** complete work as set forth in the Scope of Services. Professional shall conduct the work in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown at the time of this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with paragraph No. 8 below.
3. **Authorizations to Proceed.** Unless specifically provided otherwise in the Scope of Services, Client shall give Professional authorizations to proceed as provided for in the scope of services and for any Additional Service prior to Professional commencing work. Any additional services under this agreement shall be defined and provided under and as per Additional Services.
4. **Client's Responsibilities:** Client shall do the following in a timely manner so as not to delay the services of Professional: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications. (3) Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement. (4) Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of any contractor **or in the services of Professional.**
5. **Payment for Services.** Client shall compensate Professional for services rendered as outlined in the attached proposal.
6. **Payment Terms.** Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1½ % per month (18% per year). Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances. Payments should be remitted to CESO, Inc., Accounting Department, 3601 Rigby Road, Suite 300, Miamisburg, OH 45342. Email inquiries should be sent to: accounting@cesoinc.com.
7. **Invoicing.** Progress billings will be provided on a monthly basis.
 - A. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.
 - B. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as incurred.

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8. **Modifications and Adjustments.** If specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary service for any reason, upon agreement of Professional and Client. Client may modify the scope, extent or character of the Project, necessitating modifications to the Scope of Services or Fee Schedules. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the Fee Schedule will be equitably adjusted to accommodate the changes. Any change to the Scope of Services or the Fee Schedule must be submitted in writing and will become a part of this Agreement. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule, Professional shall have the right to terminate this Agreement as outlined in Paragraph No. 9.
9. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving seven days' written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 45 days of the date of invoice, Professional reserves the right, after giving seven days' notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Fee Schedule as outlined in Paragraph No. 8, Professional shall have the right to terminate this Agreement upon seven days written notice to Client. Client may terminate this Agreement for any reason or without cause upon thirty days written notice to Professional. If any work covered by this Agreement is suspended, terminated or abandoned, the Client shall compensate the Professional for services rendered to the date of written notification of such suspension, termination or abandonment.
10. **Construction Costs.** Professional has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Professional's opinions of probable total Project costs and construction costs are made on the basis of Professional's experience and qualifications and represent Professional's judgment as an experienced and qualified Professional, familiar with the construction industry. Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable costs prepared by Professional. If the lowest bona fide proposal or bid exceeds Professional's cost estimates, Client shall (1) accept the lowest and best bid or any other in Client's best interest, (2) authorize negotiating or rebidding, or, (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound design practices. In the case of (3), Professional shall modify the contract documents as necessary to bring the construction cost within the cost limit. As compensation for services in making such modifications, Professional shall be paid by Client at Professional's normal billing rate for hours expended, along with all reimbursable expenses reasonably related thereto, or at a mutually agreed upon fixed fee. The providing of such services will be the limit of Professional's responsibility or liability in this regard. Such services to be provided will be documented in a Contract Change Order.
11. **Limitation of Liability and Responsibilities.** In recognition of the relative risks and benefits of the Project to both the Client and the Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of the Professional to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Professional to the Client shall not exceed the Professional's total fee for services rendered on the defective portion of this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
12. **Consequential Damages.** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Professional shall be liable to the other for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

13. **Hidden Conditions.** A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Professional has no reason to believe that such a condition exists, the Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.
14. **Construction Activities.** The Professional shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by the Client of its representatives to any one performing any construction work, nor for construction means and methods or job-site safety.
15. **Dispute Resolution.** Any claim or dispute between the Client and the Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator, at the selection of the Professional, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect or to the applicable court subject to the laws of the State of Ohio.
16. **Assignment.** Neither Professional nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent Professional from employing independent Professional associates and Professionals to assist in the performance of the services hereunder.
17. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by Professional in conjunction with the services provided for under this Agreement shall remain the sole property of Professional.
18. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
19. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Ohio.

This Agreement, along with any attachments noted herein, constitutes the entire Agreement between Client and Professional and shall supersede all prior written or oral understandings related thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

CLIENT

By: _____
 Print: _____
 Title: _____
 Date: _____

PROFESSIONAL

CESO, Inc.

By: _____
 Print: _____
 Title: _____
 Date: _____

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SUMMARY OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	MOT-Franklin/Clyo Bike Path
Agreement No.:	
PID:	119385
PDP Path Used:	2
CONSULTANT:	Carpenter Marty Transportation Inc.

Proposal Date:	10/9/2023
Revised Date:	

PROJECT DESCRIPTION:	Assumed right-of-way design efforts for Centerville Shared-Use Path along E. Franklin & Clyo
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HOURLY RATES

Project Manager	\$75.00
Senior Engineer	\$67.00
Engineer 2	\$55.00
Engineer 1	\$48.00
Technician	\$41.00
Survey Crew Member	\$36.00

Average Overhead Rate =	157.79%	(Net Fee Calc.)
Overhead Percentage =	133.13%	
Net Fee Percentage =	11.00%	
Cost of Money =	0.37%	

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
2	Preliminary Engineering Phase								
2.3	AER Design								
2.3	Subtotal	968	\$38,558.00	\$51,332.27	\$142.66	\$2,692.00	\$0.00	\$10,933.85	\$103,658.78
2.8	Project Management for Preliminary Engineering Phase								
2.8	Subtotal	24	\$1,716.00	\$2,284.51	\$6.35	\$0.00	\$0.00	\$486.60	\$4,493.46
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	992	\$40,274.00	\$53,616.78	\$149.01	\$2,692.00	\$0.00	\$11,420.46	\$108,152.25
3	Environmental Engineering Phase								
3.4	Right of Way Plans								
3.4	Subtotal	742	\$30,359.00	\$40,416.94	\$112.33	\$1,162.00	\$0.00	\$8,608.87	\$80,659.14
3.9	Project Management for Environmental Engineering Phase								
3.9	Subtotal	108	\$7,932.00	\$10,559.87	\$29.35	\$0.00	\$0.00	\$2,249.27	\$20,770.49
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE	850	\$38,291.00	\$50,976.81	\$141.68	\$1,162.00	\$0.00	\$10,858.14	\$101,429.63
	GRAND TOTAL, AUTHORIZED TASKS	1842	\$78,565.00	\$104,593.58	\$290.69	\$3,854.00	\$0.00	\$22,278.60	\$209,581.87
	IF AUTHORIZED TASKS								
	Subtotal of If-Authorized Tasks	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GRAND TOTAL, ALL TASKS	1842	\$78,565.00	\$104,593.58	\$290.69	\$3,854.00	\$0.00	\$22,278.60	\$209,581.87

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	MOT-Franklin/Clyo Bike Path
Agreement No.:	
PID:	119385
PDP Path Used:	2
CONSULTANT:	Carpenter Marty Transportation Inc.

Proposal Date:	10/9/2023
Revised Date:	

PROJECT DESCRIPTION:	Assumed right-of-way design efforts for Centerville Shared-Use Path along E. Franklin & Clyo
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HOURLY RATES

Project Manager	\$75.00
Senior Engineer	\$67.00
Engineer 2	\$55.00
Engineer 1	\$48.00
Technician	\$41.00
Survey Crew Member	\$36.00

Average Overhead Rate =	157.79% (Net Fee Calc.)
Overhead Percentage =	133.13%
Net Fee Percentage =	11.00%
Cost of Money =	0.37%

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
2	Preliminary Engineering Phase								
2.3	AER Design								
2.3.A	Field Survey and Aerial Mapping								
2.3.A.A	Project Control, Benchmarks, and Reference Points								
2.3.A.B	Monumentation Recovery and Records Research								
2.3.A.B.1	Records Research Including Deeds and Easements	400	\$16,240.00	\$21,620.31	\$60.09	\$232.00	\$0.00	\$4,605.16	\$42,757.56
2.3.A.B.3	Property Lines/Easements Field Survey	400	\$15,840.00	\$21,087.79	\$58.61	\$2,320.00	\$0.00	\$4,491.73	\$43,798.13
2.3.A.C.	Base Mapping (incl. field verify.)								
2.3.A.G	Property Owner Notification	8	\$350.00	\$465.96	\$1.30	\$140.00	\$0.00	\$99.25	\$1,056.50
2.3	Subtotal	968	\$38,558.00	\$51,332.27	\$142.66	\$2,692.00	\$0.00	\$10,933.85	\$103,658.78
2.8	Project Management for Preliminary Engineering Phase								
2.8.A	Meetings	4	\$216.00	\$287.56	\$0.80	\$0.00	\$0.00	\$61.25	\$565.61
2.8.B	General Oversight	20	\$1,500.00	\$1,996.95	\$5.55	\$0.00	\$0.00	\$425.35	\$3,927.85
2.8	Subtotal	24	\$1,716.00	\$2,284.51	\$6.35	\$0.00	\$0.00	\$486.60	\$4,497.46
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	992	\$40,274.00	\$53,616.78	\$149.01	\$2,692.00	\$0.00	\$11,420.46	\$108,152.25
3	Environmental Engineering Phase								
3.4	Right of Way Plans								
3.4.A	Conceptual Right of Way Plan Review	20	\$802.00	\$1,067.70	\$2.97	\$0.00	\$0.00	\$227.42	\$2,100.09
3.4.B	Preliminary Right of Way Plans								
3.4.B.A	Legend Sheet	10	\$406.00	\$540.51	\$1.50	\$0.00	\$0.00	\$115.13	\$1,063.14
3.4.B.C	Property Map	156	\$6,272.00	\$8,349.91	\$23.21	\$0.00	\$0.00	\$1,778.54	\$16,423.66
3.4.B.D	Summary of Additional Right of Way	40	\$1,624.00	\$2,162.03	\$6.01	\$0.00	\$0.00	\$460.52	\$4,252.56
3.4.B.E	Detailed ROW Plan Sheets	320	\$12,992.00	\$17,296.25	\$48.07	\$0.00	\$0.00	\$3,684.13	\$34,020.45
3.4.B.G	Legal Descriptions and Closure Calculations	60	\$2,980.00	\$3,967.27	\$11.03	\$0.00	\$0.00	\$845.04	\$7,803.34
3.4.B.I	Field Review	30	\$1,110.00	\$1,477.74	\$4.11	\$232.00	\$0.00	\$314.76	\$3,138.61
3.4.C	Final Right of Way Plans								
3.4.C.A	Final Right of Way Plans and Legal Descriptions	47	\$1,876.00	\$2,497.52	\$6.94	\$0.00	\$0.00	\$531.98	\$4,912.44
3.4.C.B	Field Review & Verify Property Owners	15	\$601.00	\$800.11	\$2.22	\$116.00	\$0.00	\$170.42	\$1,689.76
3.4.C.D	Set R/W Pins after acquisition	24	\$956.00	\$1,272.72	\$3.54	\$482.00	\$0.00	\$271.09	\$2,985.35
3.4.C.E	Right of Way Staking	20	\$740.00	\$985.16	\$2.74	\$332.00	\$0.00	\$209.84	\$2,269.74
3.4	Subtotal	742	\$30,359.00	\$40,416.94	\$112.33	\$1,162.00	\$0.00	\$8,608.87	\$80,659.14
3.9	Project Management for Environmental Engineering Phase								
3.9.A	Meetings	8	\$432.00	\$575.12	\$1.60	\$0.00	\$0.00	\$122.50	\$1,131.22
3.9.B	General Oversight	100	\$7,500.00	\$9,984.75	\$27.75	\$0.00	\$0.00	\$2,126.77	\$19,639.27
3.9	Subtotal	108	\$7,932.00	\$10,559.87	\$29.35	\$0.00	\$0.00	\$2,249.27	\$20,770.49

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	MOT-Franklin/Clyo Bike Path	Proposal Date:	10/9/2023
Agreement No.:		Revised Date:	
PID:	119385		
PDP Path Used:	2		
CONSULTANT:	Carpenter Marty Transportation Inc.		

PROJECT DESCRIPTION: Assumed right-of-way design efforts for Centerville Shared-Use Path along E. Franklin & Clyo

HOURLY RATES

Project Manager	\$75.00
Senior Engineer	\$67.00
Engineer 2	\$55.00
Engineer 1	\$48.00
Technician	\$41.00
Survey Crew Member	\$36.00

Average Overhead Rate =	157.79% (Net Fee Calc.)
Overhead Percentage =	133.13%
Net Fee Percentage =	11.00%
Cost of Money =	0.37%

Task #	Task Description	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE	850	\$38,291.00	\$50,976.81	\$141.68	\$1,162.00	\$0.00	\$10,858.14	\$101,429.63
	GRAND TOTAL, AUTHORIZED TASKS	1842	\$78,565.00	\$104,593.58	\$290.69	\$3,854.00	\$0.00	\$22,278.60	\$209,581.87
	IF AUTHORIZED TASKS								
x.x.x	xxx	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal of If-Authorized Tasks	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	GRAND TOTAL, ALL TASKS	1842	\$78,565.00	\$104,593.58	\$290.69	\$3,854.00	\$0.00	\$22,278.60	\$209,581.87

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section:	MOT-Franklin/Clyo Bike Path
Agreement No.:	
PID:	119385
PDP Path Used:	2
CONSULTANT:	Carpenter Marty Transportation Inc.

Proposal Date:	10/9/2023
Revised Date:	

PROJECT DESCRIPTION:	Assumed right-of-way design efforts for Centerville Shared-Use Path along E. Franklin & Clyo
-----------------------------	--

HOURLY RATES	
Project Manager	\$75.00
Senior Surveyor	\$67.00
Surveyor 2	\$55.00
Surveyor 1	\$48.00
Senior Technician	\$41.00
Survey Crew Member	\$36.00

Task #	Task Description	Project Manager	Senior Surveyor	Surveyor 2	Surveyor 1	Senior Technician	Survey Crew Member	Overall Total Hours	Labor Costs
2	Preliminary Engineering Phase								
2.3	AER Design								
2.3.A	Field Survey and Aerial Mapping								
2.3.A.A	Project Control, Benchmarks, and Reference Points								
2.3.A.B	Monumentation Recovery and Records Research								
2.3.A.B.1	Records Research Including Deeds and Easements		40			120	240	400	\$16,240.00
2.3.A.B.3	Property Lines/Easements Field Survey		40			40	320	400	\$15,840.00
2.3.A.C	Base Mapping (incl. field verify.)								
2.3.A.G	Property Owner Notification		2				6	8	\$350.00
2.3	Subtotal	0	90	0	0	184	694	968	\$38,558.00
2.8	Project Management for Preliminary Engineering Phase								
2.8.A	Meetings		2			2		4	\$216.00
2.8.B	General Oversight	20						20	\$1,500.00
2.8	Subtotal	20	2	0	0	2	0	24	\$1,716.00
	SUBTOTAL PRELIMINARY ENGINEERING PHASE	20	92	0	0	186	694	992	\$40,274.00
3	Environmental Engineering Phase								
3.4	Right of Way Plans								
3.4.A	Conceptual Right of Way Plan Review		2			4	14	20	\$802.00
3.4.B	Preliminary Right of Way Plans								
3.4.B.A	Legend Sheet		1			3	6	10	\$406.00
3.4.B.C	Property Map		16			32	108	156	\$6,272.00
3.4.B.D	Summary of Additional Right of Way		4			12	24	40	\$1,624.00
3.4.B.E	Detailed ROW Plan Sheets		32			96	192	320	\$12,992.00
3.4.B.G	Legal Descriptions and Closure Calculations		20			40		60	\$2,980.00
3.4.B.I	Field Review					6	24	30	\$1,110.00
3.4.C	Final Right of Way Plans								
3.4.C.A	Final Right of Way Plans and Legal Descriptions		4			12	31	47	\$1,876.00
3.4.C.B	Field Review & Verify Property Owners		1			6	8	15	\$601.00

DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS, PERSONNEL CATEGORIES, AND LABOR RATES

County Route and Section: MOT-Franklin/Clyo Bike Path
 Agreement No.:
 PID: 119385
 PDP Path Used: 2
 CONSULTANT: Carpenter Marty Transportation Inc.

Proposal Date: 10/9/2023
 Revised Date:

PROJECT DESCRIPTION:
 Assumed right-of-way design efforts for Centerville Shared-Use Path along E. Franklin & Clyo

HOURLY RATES

Project Manager \$75.00
 Senior Surveyor \$67.00
 Surveyor 2 \$55.00
 Surveyor 1 \$48.00
 Senior Technician \$41.00
 Survey Crew Member \$36.00

Task #	Task Description	Project Manager	Senior Surveyor	Surveyor 2	Surveyor 1	Senior Technician	Survey Crew Member	Overall Total Hours	Labor Costs
3.4.C.D	Set R/W Pins after acquisition		2			6	16	24	\$956.00
3.4.C.E	Right of Way Staking					4	16	20	\$740.00
3.4	Subtotal	0	82	0	0	221	439	742	\$30,359.00
3.9	Project Management for Environmental Engineering Phase								
3.9.A	Meetings		4			4		8	\$432.00
3.9.B	General Oversight	100						100	\$7,500.00
3.9	Subtotal	100	4	0	0	4	0	108	\$7,932.00
	SUBTOTAL ENVIRONMENTAL ENGINEERING PHASE	100	86	0	0	225	439	850	\$38,291.00
	GRAND TOTAL, AUTHORIZED TASKS	120	178	0	0	411	1133	1842	\$78,565.00
	IF AUTHORIZED TASKS								
x.x.x	xxx							0	\$0.00
	Subtotal of If-Authorized Tasks	0	0	0	0	0	0	0	\$0.00
	GRAND TOTAL, ALL TASKS	120	178	0	0	411	1133	1842	\$78,565.00



Based on ODOT's audit risk assessment procedures, we have performed a limited review of your company's cost submission. ODOT approves use of the following rate(s) on contracts that are partially or fully reimbursed using the cost-plus-fixed-fee contract type.

Company Name:	CARPENTER MARTY TRANSPORTATION, INC.
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2022
Effective Date (Approval Date):	08/02/2023

APPROVAL TYPE:

This approval is granted based on a limited, correspondence desk review of your company's cost submission, including the computation of indirect cost rate(s) and Facilities Capital Cost of Money (FCCM) rate(s), if applicable. This approval does not constitute an audit or cognizant review, and ODOT reserves the right to make further inquiries regarding submitted costs and to perform more extensive review procedures or audit testing at any time.

CONCLUSION: The following rates were accepted as submitted:

Corporate Indirect Cost Rate:	133.13%
Facilities Capital Cost of Money Rate:	0.37%

OVERTIME PREMIUM: Based on the information submitted by your company:

- All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.
- Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.
- Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs.

NOTE:

The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). The above rates are based on the most recent cost information your Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system. The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of your ODOT prequalification.

Approved by:

Scot P. Gormley

ADMINISTRATOR

ODOT OFFICE OF EXTERNAL AUDITS (OEA)

1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223

Phone: 614.644.0384

Cell/Text: 614.949.8981

Transportation.Ohio.gov



Breakdown of Direct Costs

2.3.A.B.1 Records Research, including Deeds & Easements

2 trips to Recorder's Office x 100 miles x 2 x \$0.58 = \$232.00

2.3.A.B.3 Property Lines/Easements Field Survey

20 trips to site x 100 miles x 2 x \$0.58 = \$2,320.00

2.3.A.G Property Owner Notification

20 owners x \$7.00 / owner (certified postage) = \$140.00

Task subtotal = \$232.00 + \$2,320.00 + \$140.00 = \$2,692.00

3.4.B.I Field Review

2 trips to site x 100 miles x 2 x \$0.58 = \$232.00

3.4.C.B Field Review & Verify Property Owners

1 trip to site x 100 miles x 2 x \$0.58 = \$116.00

3.4.C.D Set R/W Pins after acquisition

2 trips to site x 100 miles x 2 x \$0.58 + \$250.00 (survey supplies) = \$482.00

3.4.C.E Right-of-Way Staking

2 trips to site x 100 miles x 2 x \$0.58 + \$100.00 (survey supplies) = \$332.00

Task subtotal = \$232.00 + \$116.00 + \$482.00 + \$332.00 = \$1,162.00

Project Total = \$2,692.00 + \$1,162.00 = \$3,854.00

Anticipated Project Schedule

Design Schedule Per ELLIS

Path Selected:

Path 2

Note: After completing the form, print to attach to scope.

To print for scope attachment, filter to show only tasks identified as "Yes" and size the rows to accommodate the Project Specific Comments.

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
2 Preliminary Engineering Phase							
2.3 AER Design							
2.3.A Field Survey and Aerial Mapping							
2.3.A.A Project Control, Benchmarks, and Reference Points							
2.3.A.A.1	Type "A" Concrete Monument	No					Unless noted otherwise, all tasks use low criteria, as defined in the July 2023 Edition of ODOT's Consultant Fee Estimation Guidance (CFEG). Survey limits are determined by the "Survey Markup" exhibit provided by CESO (attached) - areas included in base fee are shown in RED - If authorized areas are shown in GREEN
2.3.A.A.2	Type "B" Monument Specified	No					Completed in Part 1
2.3.A.B Monumentation Recovery and Records Research							
2.3.A.B.1	Records Research Including Deeds and Easements	Yes	X				Assume 20 parcels (10 permanent + 10 temporary) for estimation purposes 20 hours/parcel x 20 parcels = 400 hours
2.3.A.B.2	Existing Centerline and R/W Field Survey	No					Completed in Part 1
2.3.A.B.3	Property Lines/Easements Field Survey	Yes	X				20 hours/parcel x 20 parcels = 400 hours
2.3.A.C. Base Mapping (incl. field verify.)							

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
2.3.A.C.1	No R/W Project	No					
2.3.A.C.2	R/W Project	No					Completed in Part 1
2.3.A.D	Drainage Survey (stream cross sections)	No					
2.3.A.E	Bridge Survey						
2.3.A.E.1	Complete Replacement	No					
2.3.A.E.2	Rehabilitation Over a Road	No					
2.3.A.E.3	Rehabilitation Over a Stream or River	No					
2.3.A.F	Establish property lines, tax id, & ownerships on base map	No					Completed in Part 1
2.3.A.G	Property Owner Notification	Yes	X				1.5 hours/parcel x 20 parcels (both sides of roadways) = 30 hours Send notifications to all adjacent parcels in base proposal Use 8 hours
2.3.G	Utilities						
2.3.G.A	Utility Coordination and Documentation	No					Completed in Part 1
2.3.G.B	Subsurface Utility Engineering	No					

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
2.8	Project Management for Preliminary Engineering Phase						
2.8.A	Meetings	Yes	X				Assume 1 meeting during field operations for R/W 2 hours/meeting x 2 people x 1 meetings = 4 hours
2.8.B	General Oversight	Yes	X				Assume 2 months for boundary surveys for R/W 10 hours/month x 2 months = 20 hours
2.8.C	Project Set Up	No					Completed in Part 1
3	Environmental Engineering Phase						
3.4	Right of Way Plans						
3.4.A	Conceptual Right of Way Plan Review	Yes	X				Assume conceptual r/w limits included with Stage 1 plans Assume properties throughout the corridor(s), not all contiguous - assume 10 plan sheets 2 hours/sheet x 10 sheets = 20 hours
3.4.B	Preliminary Right of Way Plans						
3.4.B.A	Legend Sheet	Yes	X				Use 10 hours
3.4.B.B	Centerline Survey Plat	No					
3.4.B.C	Property Map	Yes	X				Due to suburban nature of adjoining properties, may need a combination of scales (100 & 200). Medium effort per CFEG Assume 2 sheets for E. Franklin + 4 sheets for Clyo 26 hours/sheet x 6 sheets = 156 hours
3.4.B.D	Summary of Additional Right of Way	Yes	X				Assume 20 takes (10 permanent + 10 temporary) 2 hours/owner x 20 owners = 40 hours
3.4.B.E	Detailed ROW Plan Sheets	Yes	X				Medium effort per CFEG 32 hours/sheet x 10 sheets = 320 hours

Task #	Task	Task Needed - Path #2	Consultant	ODOT	If Authorized	Mod #	Project Specific Comments
3.4.B.F	Special Plats	No					
3.4.B.G	Legal Descriptions and Closure Calculations	Yes	X				Assume 20 takes (10 permanent + 10 temporary) 3 hours/legal x 20 legals = 60 hours
3.4.B.H	Right-of-Way Acquisition Estimate	No					
3.4.B.I	Field Review	Yes	X				Medium effort per CFEG 3 hours/detail sheet x 10 sheets = 30 hours
3.4.C	Final Right of Way Plans						
3.4.C.A	Final Right of Way Plans and Legal Descriptions	Yes	X				Medium effort per CFEG 2.5 hours/plan sheet x 19 sheets = 47 hours
3.4.C.B	Field Review & Verify Property Owners	Yes	X				Medium effort per CFEG 1.5 hours/detail sheet x 10 sheets = 15 hours
3.4.C.C	Record Centerline Plat and all appropriate documents	No					
3.4.C.D	Set R/W Pins after acquisition	Yes	X				Assume 10 permanent takes , 4 pins per take 10 takes x 4 pins/take x 0.25 hours/pn = 10 hours Include 8 hours setup (creating stakeout points + exhibits) Include two (2) days of travel
3.4.C.E	Right of Way Staking	Yes	X				Temporary staking for acquisition (lath only) 20 parcels x 0.25 hours/corner x 4 corners/parcel = 20 hours
3.9	Project Management for Environmental Engineering Phase						
3.9.A	Meetings	Yes	X				Assume 2 meetings during right-of-way plan development 2 hours/meeting x 2 people x 2 meetings = 8 hours
3.9.B	General Oversight	Yes	X				Assume 10 months for right-of-way plan development 10 hours/month x 10 months = 100 hours
3.9.C	Project Set Up	No					



Lawhon & Associates, Inc.

ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus
Cleveland
Dayton
Cincinnati

October 4, 2023

Todd Hanahan, PE
CESO
3601 Rigby Road, Suite 300
Miamisburg, OH 45342

RE: MOT-Franklin/Clyo Bike Path PID 119385
City of Centerville

Dear Todd:

We are pleased to support CESO as part of the feasibility study phase of the MOT-Franklin/Clyo Bike Path project located in the City of Centerville. Our proposal is based on the scope provided in your e-mail dated September 22, 2023, and includes the following tasks.

General Oversight - Task includes project coordination with design team, project set up, progress reporting and invoicing for a duration of 3 months.

Environmental Red Flag Summary- Task includes literature review of project area for environmental resources and a summary of red flag environmental resources for inclusion in the feasibility study. Deliverable will be written summary based upon readily available resource information and does not include a field review of project area. Task does not include separate stand-alone technical studies.

Schedule

The schedule for the environmental summary will be developed with CESO in coordination with the schedule for the feasibility study. Based upon the preliminary schedule in ELLIS, we anticipate our work to be completed by February/March 2024. This schedule will be adjusted with input from CESO and D-7 based upon updates to the project schedule.

Proposed Fees

Fees for the above tasks are illustrated in the attached spreadsheet. The proposed fee is \$3,055.

Thank you for the opportunity, we look forward to working with you, the City and ODOT District 7 on this project.

Sincerely,

Chantil M. Milam
Practice Leader, NEPA Services

Susan S. Daniels, PE, AICP
Principal, Director of NEPA Planning

Enclosures: Fee Proposal Spreadsheet

Proposal Cost Summary

C/R/S : **MOT-Franklin/Clyo Bike Path**
 PID: **119385**
 Agreement Number:

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **10/4/2023**

Overhead Percentage 149.20%
 Avg OH rate 157.79%
 Net Fee Percentage 11.00%
 Cost of money 0.88%

Task - Description	Avg. Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Sub Cons.	Net Fee	Total Cost
Base Services									
A- General Oversight	\$39.56	9	\$356	\$531	\$3	\$0	\$0	\$101	\$991
B- Env. Red Flag Summary	\$37.05	20	\$741	\$1,106	\$7	\$0	\$0	\$210	\$2,064
Total Base Services	\$37.83	29	\$1,097	\$1,637	\$10	\$0	\$0	\$311	\$3,055
<i>If Authorized Services</i>									
Total If Authorized Services	\$0.00	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL	\$37.83	29	\$1,097	\$1,637	\$10	\$0	\$0	\$311	\$3,055

Proposed Labor Rates and Hours

C/R/S : **MOT-Franklin/Clyo Bike Path**
 PID: **119385**
 Agreement Number: **0**

PR = Principal
 ES = Environmental Scientist
 P = Planner
 AH = Archaeologist/Historian
 GIS = GIS Technician
 Admin = Accounting/Administrative

CONSULTANT: **Lawhon & Associates, Inc.**
 DATE: **10/4/2023**

<u>Category</u>	<u>Rate</u>	<u>Category</u>	<u>Rate</u>
PR	\$70.00	P2	\$29.00
ES4	\$48.00	ES1/AH1	\$22.00
ES3/AH3	\$37.00	GIS	\$32.00
ES2/AH2	\$30.00	Admin	\$32.00

<u>Task-Description</u>	<u>Labor Hours by Category</u>								<u>Total Hours</u>	<u>Labor Costs</u>
	PR	ES4	ES3/AH3	ES2/AH2	P2	ES1/AH1	GIS	Admin		
Base Services										
A- General Oversight	1	0	6	0	0	0	0	2	9	\$356
B- Env. Red Flag Summary	0	1	17	0	0	0	2	0	20	\$741
Total Base Services	1	1	23	0	0	0	2	2	29	\$1,097
If Authorized Services										
Total If Authorized Services	0	0	0	0	0	0	0	0	0	\$0
GRAND TOTAL	1	1	23	0	0	0	2	2	29	\$1,097

Non-Labor Direct Cost Summary

C/R/S : **MOT-Franklin/Clyo Bike Path**
 PID: **119385**
 Agreement Number: **0**

CONSULTANT: **Lawhon & Associates, Inc.**

DATE: **10/4/2023**

Task	miles		copies & postage	field supplies	Lab Fee	Dive Kits	other	Direct Costs
	mileage 0.58/mile				\$10.00/sampl e			
Base Services								
A- General Oversight	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B- Env. Red Flag Summary	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Base Services	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>If Authorized Services</i>								
Total If Authorized Services	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL		\$0	\$0	\$0	\$0	\$0	\$0	\$0

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into at Centerville, Ohio, on the date(s) set forth at the end hereof, by and between the **City of Centerville, OHIO**, an Ohio municipal corporation, 100 West Spring Valley Road, hereinafter referred to as the "City," and CESO Inc. , an Ohio corporation of Miamisburg, Ohio hereinafter referred to as the "Consultant" or "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, the City and the Consultant mutually desire to contract with each other to perform the services for this project, which include the Scope of Work or Professional Services Work Order attached hereto and hereinafter referred to as "Supplemental Specifications"; and

WHEREAS, the Consultant is uniquely qualified, experienced and willing to perform said Work, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the City and the Consultant mutually desire to perform the obligation embodied in Supplemental Specifications.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

The Consultant agrees to perform the services embodied in the Scope of Work attached hereto and hereinafter referred to as "Supplemental Specifications." Said Supplemental Specifications is incorporated by reference as written hereinafter in full.

ARTICLE TWO: SCHEDULE OF PAYMENTS

To compensate the Consultant for services rendered in accordance with the terms embodied in the Compensation for Professional Services attached hereto and hereinafter referred to as "Supplemental Specifications," the City agrees to pay the Consultant an amount not to exceed Three Hundred Eighty Seven Thousand One Hundred Eighty Five Dollars (\$387,185). Said Supplemental Specifications are incorporated by reference as if written hereinafter in full.

ARTICLE THREE: TERM

The Term of this Agreement shall be from date of last execution by all parties, the date upon which the Agreement is authorized and awarding this Agreement, whichever event occurs last, and shall terminate on 12/31/2026 (the "Term"). The parties agree that any additional periods for which the Work is undertaken shall be subject to competitive bidding and that this Agreement in no way may be extended beyond the Term.

ARTICLE FOUR: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the Consultant from obtaining and working under an additional contractual arrangement(s) with other parties aside from the City, assuming that such other contractual work in no way impedes the Consultant's ability to perform the services required under this Agreement. The Consultant hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

ARTICLE FIVE: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Consultant without the prior written approval of the City, which approval may be withheld in the sole discretion of the City.

ARTICLE SIX: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of the State of Ohio.

ARTICLE SEVEN: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral,

between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE EIGHT: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE NINE: TERMINATION

This Agreement may be terminated by either party only upon notice, in writing, upon the other party no later than at least sixty (60) days in advance of the effective date of the termination. The City may also terminate this Agreement in the event that the City is of the opinion that the Consultant is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Consultant at least thirty (30) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The City, in its sole discretion, may allow the Consultant to cure the reason for the termination provided the cure of the reason is accomplished within

thirty (30) days of the date of the forwarding of the termination notice. The parties further agree that should the Consultant become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Consultant has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the City, and further the City shall not be liable to tender and/or pay to the Consultant any further compensation after the date of the Consultant's inability to complete the terms hereof, which date shall be the date of termination unless extended by the City. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant; and the City may withhold any compensation to the Consultant for the purpose of set-off until such time as the amount of damages due the City from the Consultant is agreed upon or otherwise determined. Additionally, the parties further agree that should the Consultant become unable for any reason to complete the work called for by virtue of this Agreement, the City may, in its sole discretion, call the performance bond due, in full, if any, as and for such non-performance, and/or as liquidated damages.

ARTICLE TEN: COMPLIANCE

The Consultant, at its sole cost, agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Consultant accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, benefits as mandated by the Patient Protection and Affordable Care Act (PPACA), all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other

taxes or payroll deductions required for the Consultant and all employees engaged by the Consultant for the performance of the work authorized by this Agreement. The costs of any health insurance benefits required by the PPACA shall be the responsibility of the Consultant and shall not be billed directly to the City. The Consultant shall comply with the requirements of the PPACA and any and all associated costs and/or penalties. It shall be the responsibility of the Consultant to report, track and determine employee hours that are eligible to be offered insurance benefits.

ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE

Unless otherwise provided in this Agreement or the exhibits or supplemental specifications attached hereto, the Consultant shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Consultant shall enforce strict discipline and good order among the Consultant's employees and other persons carrying out this Agreement. The Consultant shall not permit employment of persons not skilled in tasks assigned to them. The Consultant shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

ARTICLE TWELVE: DAMAGE AND LOSS

The Consultant shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to property referred to in this Section caused in whole or in part by the Consultant, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Consultant is responsible under this Article except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Consultant. The foregoing obligations of the Consultant are in addition to the Consultant's other obligations hereunder. In an emergency affecting safety of persons or property, the Consultant shall act, at the Consultant's discretion, to prevent threatened damage, injury or loss. The Consultant shall notify the City or a security arm of the City as soon as possible after such emergency arises.

ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE

The Consultant shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the City and the Consultant shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the City.

ARTICLE FOURTEEN: NON-DISCRIMINATION

During the performance of this Agreement, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Consultant will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Consultant, or any person claiming through the Consultant, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any Consultants or subcontractors of said Consultant.

ARTICLE FIFTEEN: INDEMNIFICATION

Consultant shall indemnify, hold harmless and, not excluding the City's right to participate, defend the City, its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to collectively as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents,

employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Consultant for the City.

ARTICLE SIXTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Consultant in the conduct of the provisions of this Agreement. The Consultant shall at all times have the status of an independent Consultant without the right or authority to impose tort, contractual or any other liability on the City.

ARTICLE SEVENTEEN: DISCLOSURE

The Consultant hereby covenants that it has complied with the City's disclosure policy which requires anyone contracting with the City to disclose to the City any business relationship or financial interest that said Consultant has with an employee of the City or of any other City, agency, elected official or commission of the City of Centerville, such an employee's business, or

any business relationship or financial interest that a Centerville elected official, City, agency or commission employee has with the Consultant or in the Consultant's business.

ARTICLE EIGHTEEN: INSURANCE REQUIREMENTS

Consultant and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees, or subcontractors and Consultant is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured

language: "The City of Centerville shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including completed operations".

- b. Coverage shall be primary and non-contributory.
- c. Associated bid number, job number, or project number should be referenced on the certificate.
- d. The Policy should contain an unintentional failure to disclose endorsement.
- e. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- f. Contractor's subcontractor shall be subject to the same minimum requirements identified above.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. Coverage shall be primary and non-contributory.
- b. Policy should be endorsed with an unintentional failure to disclose wording.
- c. The policy should include a notice of occurrence endorsement – CEO, President, CFO, Risk Manager, or General Counsel.
- d. Associated bid number, job number, or project number should be referenced on the certificate.
- e. Contractor's subcontractor shall be subject to the same minimum requirements identified above.

3. Workers' Compensation and Employers' Liability

Workers' Compensation Statutory

Ohio Employers' Liability

Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit
\$1,000,000

- a. Policy shall contain a waiver of subrogation in favor of the City of Centerville.
- b. Contractor's subcontractor shall be subject to the same minimum requirements identified in this section.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim/Aggregate	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that continuous coverage will be maintained for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the City of Centerville is named as an additional insured, the City shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, or canceled except after sixty (60) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to **the City of Centerville, Ohio.**

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business with the City of Centerville with an "A.M. Best" rating of not less than A IX. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as

additional insureds under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Agreement shall be made by the Municipal Attorney, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

ARTICLE NINETEEN: PERFORMANCE BOND

The successful bidder shall be required to post a performance bond in an amount equal to 100% of the total contract price. The performance bond shall be executed by the Contractor and approved surety company authorized to do business in Ohio.

ARTICLE TWENTY: NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the City, to the City's address as shown on the face of this Agreement; if to the Consultant, to the Consultant's address as shown on the face of this Agreement.

ARTICLE TWENTY-ONE: HEADINGS

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Consultant in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience

of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE TWENTY-TWO: AUTHORITY TO BIND PRINCIPAL

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

ARTICLE TWENTY-THREE: AMENDMENT TO AGREEMENT/ACCEPTANCE

Conflicts with Contractor's Agreement: This Agreement amends and is incorporated by reference into any agreement submitted by Contractor or Consultant ("Contractor's Agreement"). In the event of any conflict or inconsistency between this Agreement and the Contractor's Agreement, the terms of this Agreement shall control, and shall amend, restate, and supersede any conflicting or inconsistent terms in the Contractor's Agreement regardless of whether the provisions of this Agreement are prefaced with "notwithstanding anything else to the contrary" or similar language. The term "Contractor's Agreement" refers to any additional agreement provided by Contractor, and as the context requires, such Contractor's Agreement as amended by this Agreement.

Written Amendment. This Agreement will serve as a written amendment to the Contractor's Agreement, even if this Agreement is agreed, executed, or otherwise accepted or confirmed by Contractor as indicated herein, rather than executed or signed by the applicable Contractor. For the avoidance of doubt, if the Contractor Agreement provides, for example, that it may only be amended "in writing" by "a writing" or "an instrument" (or words of similar meaning) that is "executed" or "signed" (or words of similar meaning) by both parties, this Agreement will serve as a written amendment to the Contractor's Agreement meeting such requirements as long as it is agreed, executed, or otherwise accepted or confirmed by the applicable Contractor as provided below.

Acceptance of this Agreement. This Agreement will be deemed agreed, accepted, and confirmed by the applicable Contractor: (A) negotiating any check from Purchaser or otherwise depositing any check from Purchaser (with or without indorsement, e.g., depositing a check "FOR DEPOSIT ONLY" without Contractor's indorsement); (B) executing this Agreement on the signature page; or (C) Contractor's full or partial performance of the Agreement.

Indemnification by Contractor. Any provision of the Contractor's Agreement that provides that the City will indemnify, hold harmless, protect, defend, reimburse (and any other phrases of similar meaning) are hereby stricken and are null and void. The City will not, under any circumstance, indemnify, hold harmless, protect, defend, reimburse (or do any other similar act for or on behalf of) any Contractor.

Governing Law/Venue. The existence, validity and construction of the Contractor's Agreement shall be governed by the laws of the State of Ohio, without giving effect to conflict of law provisions. The exclusive jurisdiction of disputes between the parties shall be vested in the

federal and state courts of Montgomery County, Ohio. Each party agrees that such courts shall have personal jurisdiction over it and waives, fully and completely, any right to dismiss the action for forum non conveniens, and/or transfer the venue of the action. Any provision requiring arbitration or mediation will be void. The parties will not be required to arbitrate or mediate any claim, action, or other dispute.

Confidentiality/"Sunshine Laws". Any and all confidentiality and nondisclosure obligations of the City are subject to City's compliance with Ohio Revised Code Section 149.43 (as it exists today or may hereafter be amended). The City's compliance with the foregoing statute will be at the City's sole and absolute discretion.

No Warranties. The City makes no warranties of any kind, express or implied, in connection with the performance described in the Contractor's Agreement or otherwise under the Contractor's Agreement. The City expressly disclaims any implied warranties arising from a course of dealing or course of performance. No oral or written information given by the City, or any person (collectively "**City Representatives**") related to the City through employment, affiliation, or other relationship (e.g., employees, affiliates, agents, elected officials, appointed officials, volunteers, professionals, etc.) will create a warranty or representation and Contractor expressly acknowledges that it has not entered in this Contractor's Agreement in reliance upon any alleged representation or warranty of the City or any of the City's Representatives.

Amendment of the Contractor's Agreement, as Amended by this Agreement. The Contractor's Agreement, as amended by this Agreement, fully expresses the entire understanding of the City and Contractor. Any and all prior understandings are hereby cancelled.

No future changes in the terms of the Contractor's Agreement shall be valid, except when and if reduced to writing and signed by the party to be bound.

Limit of Liability. **IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THE AGREEMENT, EVEN IF THE CITY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE CITY'S TOTAL LIABILITY TO CONTRACTOR (CUMULATIVELY, IN TOTAL) UNDER THE CONTRACTOR'S AGREEMENT OR THIS AGREEMENT FOR ANY AND ALL CLAIMS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE UNDER THE AGREEMENT. NO EMPLOYEE, ELECTED OFFICIAL, VOLUNTEER, AGENT, OR OTHER REPRESENTATIVE OF THE CITY SHALL BE PERSONALLY LIABLE FOR ANY CLAIM OR PAYMENT THAT IS IN ANY WAY RELATED TO THE AGREEMENT.**

Claims. Any and all claims, actions, or other disputes arising out of or relating to the Contractor's Agreement or this Agreement or the performance must be brought by the Contractor within one (1) year of the date of the performance. After said one (1) year, Contractor covenants not to sue City or otherwise bring any claim, action, or seek redress for any dispute arising out of or relating to this Agreement or the performance.

Severability. If any term of the Agreement is found to be unenforceable in any jurisdiction, then such term shall be enforced to the maximum extent permitted by law, rather than voided, and the remaining terms of this Agreement shall remain in full force and effect.

Acceptance of this Agreement: This Agreement will be deemed agreed, accepted, and confirmed by the applicable parties.

NOTICE: THIS AGREEMENT MUST BE SIGNED AND RETURNED WITHIN THIRTY (30) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.

*(Continuation of Agreement with _____ **CESO Inc.** _____, for the*

*_____ **Clyo/E. Franklin Bike Path Design** _____)*

The parties have hereunto set their hands this ____ day of _____, 2023.

**Signed and acknowledged
in the presence of:**

CITY OF CENTERVILLE

Wayne S. Davis
City Manager

CONSULTANT (CESO Inc.)

Name:

Title:

APPROVED AS TO FORM BY:

Scott A. Liberman
Municipal Attorney

Date: _____

CERTIFICATION OF FISCAL OFFICER

The undersigned, as Director of Finance of the City of Centerville, hereby certifies that funds sufficient to meet the requirements of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

By: _____
Director of Finance