EMERGENCY RESOLUTION NO. 02-2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE KLEINGERS GROUP FOR PROFESSIONAL SURVEYING AND ENGINEERING SERVICES FOR THE BUTLER WARREN ROAD PUBLIC ROADWAY IMPROVEMENTS AND DECLARING AN EMERGENCY.

WHEREAS, in connection with the construction of Gateway Boulevard, Council deems it necessary to revise the alignment of a portion of Butler Warren Road and Mason Road to tie into Gateway Boulevard.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and The Kleingers Group for professional surveying and engineering services for the Butler Warren Road Public Roadway Improvements pursuant to the terms and conditions set forth on Exhibit "1" attached hereto and made a part hereof in an amount not to exceed $26,900.00.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to proceed with these improvements at the earliest possible date to avoid any delays in the development of the area surrounding the improvements. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: January 8, 2018

ATTEST: _____
Clerk of Council

APPROVED: _____
Mayor

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.

Clerk of Council
City of Monroe, Ohio

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

Exhibit "1" E Res No. 02-2017

THE KLEINGERS GROUP

CINCINNATI
COLUMBUS
DAYTON

6305 Centre Park Drive
West Chester, OH 45069
phone ▶ 513.779.7851
fax ▶ 513.779.7852
www.kleingers.com

November 28, 2017

City of Monroe
233 S. Main Street
Monroe, Ohio 45050

ATTN: Mr. Bill Brock, PE
City Manager

RE: Proposal for Professional Services
Butler Warren Road and Mason Road-Preliminary Engineering
Public Roadway Improvements

Dear Mr. Brock,

Thank you for giving The Kleingers Group the opportunity to provide you with this proposal for surveying and preliminary engineering services for the Butler Warren Road public roadway improvements. The project is initiated by the need to revise the original alignment of a portion of proposed Butler Warren Road and Mason Road to tie in Gateway Boulevard which is currently being constructed.

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

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

Sincerely,
THE KLEINGERS GROUP

Nick Yeretzian

Nick S. Yeretzian, PE
Group Leader, Transportation & Infrastructure Group

cc: FILE

JOB #: 090493.003
REF:# 1.0

Project Summary

PROJECT DESCRIPTION

The project is initiated by the need to revise the original alignment of a portion of proposed Butler Warren Road (Approximately +/-1,400 feet) to tie in to Gateway Boulevard at the bridge crossing. Gateway Boulevard and the bridge are currently in construction. Portions of proposed Mason Road (approximately +/-200-ft) will also need to be realigned for the same reason. The scope of work includes the preparation of preliminary level plans to be used for the design of a planned water main along proposed Mason and Butler Warren Roads.

The proposed alignment of Butler Warren Road will place it further north from its original alignment where it ties into Gateway Boulevard and as such, some additional topographic field survey beyond what has already been surveyed will be needed. The limits of the additional field survey are shown in the attached exhibit.

Preliminary investigation of the limits of the proposed work indicates that the proposed revised realignment will not extend to the newly constructed bridge along existing Butler Warren Road located just north of Nickel Road. The topographic field survey of this bridge is included in this proposal as an if authorized work to be used at a later time for the preparation of final construction documents in the future.

PROJECT APPROACH

The proposed horizontal and vertical alignments of Gateway Boulevard will be used to revise the horizontal and vertical alignments of portions of proposed alignments of Butler Warren Road and Mason Road. The plans will be developed to preliminary levels with sufficient information to enable the planning and construction of the future water main along proposed Mason Road and Butler Warren Road.

A complete revised set of plans will be provided. The plans will be developed in two stages (50% and 100% Submittals) to facilitate a speedy delivery process and to enable the stakeholders to evaluate the proposed revisions.

Improvements will be designed per The City of Monroe and the Ohio Department of Transportation (ODOT) standards (2016 CMS) and applicable utility company standards.

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

Scope of Services

1 – ADDITIONAL TOPOGRAPHIC FIELD SURVEY

- Re-Establish horizontal and vertical site control from previous surveys work performed by The Kleingers Group
- Locate and identify visible physical features (buildings, roads, drives, walks, walls, fences, signs, etc.) within the project limits. Isolated trees (8" and larger) and the perimeter outline of wooded areas will also be located.
- Determine spot elevations of critical features (finish floor levels at door openings, curbs, walks, tops, toes, swales, etc.) and at sufficient intervals throughout the site to develop 1-foot contours.
- Coordinate with OUPS and/or directly with utility owners to request physical markings and record data.
- Locate field utility markings and visible field evidence (manholes, valves, etc.) of underground utilities.
- Delineate underground utility locations based on a combination of assembled record documents, physical markings, and visible field evidence. **We make no warranty or guarantee that all underground utilities will be detected, nor do we warranty or guarantee the precise location, size or depth of any underground utility.** At the client's request, and for an additional fee to be determined, we may contract with an underground locating service and coordinate an expanded level of underground utility

detection service which may include geophysical (electronic line tracing, ground penetrating radar, etc.) and / or various forms of excavation.

- Blend newly acquired data with the existing data as collected to create updated basemap.

Proposed Fee: Topographic Field Survey ..... $1,900.

Proposed Fee: If Authorized Topographic Field Survey at Existing Bridge $2,500

2 - 50% SUBMITTAL

The Kleingers Group will prepare the 50% submittal documents for the public roadway improvements.

This phase of work includes the following tasks:

- Attend kick-off meeting with project stakeholders*.
- Perform site visit and photo-document existing conditions.
- Prepare 50% submittal drawings consisting of the components outlined in Table A, as necessary.
- Provide preliminary design submittal to The City of Monroe and affected utility companies.
- Attend one (1) meeting with project stakeholders for coordination and review of plan submission comments, as necessary.

> * Note - For this scope of services, we expect the stakeholders list may include technical and/or management staff from: The City of Monroe, and affected utility companies.

Deliverable(s) for this phase of work include:

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

Proposed Fee: 50% Submittal ..... $11,250.

3 – 100 % SUBMITTAL

The Kleingers Group will prepare the 100% Submittal documents of the preliminary design for the proposed improvements.

This phase of work includes the following tasks:

- Address the 50% review comments and make plan revisions as necessary.
- Prepare design documents for the proposed roadway improvements consisting of the components outlined in Table A, as necessary.
- Revise storm drainage calculations, as needed, per The City of Monroe and ODOT Standards.
- Attend one (1) meeting with project stakeholders for coordination and review of plan submission comments prior to submittal of final construction documents, as necessary.
- Submit drawing package (entire set, including revisions) to be used for the planning and design of the proposed water main.
- Submit drawing plan sets to stakeholders for reference / coordination.

Deliverable(s) for this phase of work include:

- Full-sized (22x34) plan sets to stakeholders (Up to 4 sets).
- Reduced (11x17) plan sets to stakeholders (Up to 10 sets).
- Final hydraulics (Storm Drainage) report.
- Final opinion of probable construction cost estimate.
- Electronic (native file and/or PDF) version of final document deliverables listed above.

Proposed Fee:100% Submittal ..... $11,250.

Summary of Fees

ID	Scope Description	Base Fee	If Authorized
1	Additional Topographic Field Survey	$1,900	
1	If Authorized Topographic Field Survey at Existing Bridge		$2,500
2	50% Submittal	$11,250	
3	100% Submittal	$11,250	
	Sub Total	$24,400	$2,500
	Grand Total	**$24,400**	**$2,500**

Table A: Drawing Set Submittal / Deliverable Components

Component	50% Submittal	85% Submittal
Title sheet	○	◉
Revised schematic layout (at 1"=100')	○	◉
Revised typical roadway sections	○	◉
Revised plan and profile sheets (at 1"=20' H, 1"=5' V)	○	◉
Revised cross sections (at 25-ft intervals and 1"=5' H & V)	○	◉
Revised Intersection details		◉
Revised storm sewer laterals	○	◉
Revised traffic control plans	○	◉
Revised hydraulics report		◉
Revised full set of Butler Warren Road & Mason Road Improvements plans		◉

Legend: ○ Preliminary ◉ Detailed ● Final

Expenses

☒ Routine non-labor expenses are included in the proposed fees outlined in the Scope of Services.

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

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

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

Schedule

We anticipate the work outlined in the Scope of Services will be completed to meet the City's needs.

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

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

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

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

Clarifications and Assumptions

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

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

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

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

- Utility work, beyond utility coordination, is not included as part of the scope of services.
- The scope of work does not include environmental assessment or investigation for presence or absence of wetlands.
- The scope of work **does not include a geotechnical investigation**.
- The scope of work does not include the preparation of right-of-way plans or right-of-way exhibit documents.
- The preparation of final construction documents is not part of the scope of this work.

Associated Services

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

Terms and Conditions

SERVICES PROVIDED

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

City of Monroe, OH

The Client agrees to:

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

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

TIME OF COMPLETION

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

COMPENSATION

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

STANDARD OF CARE

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

LIMITATIONS OF SERVICES

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

ADDITIONAL SERVICES

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

INDEMNIFICATION / LIMITATION OF LIABILITY

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

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

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

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

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes,

including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant's insurance proceeds up to the greater of:
$100,000 or the Consultant's total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONSEQUENTIAL DAMAGES

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

FORCE MAJEURE

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

TERMINATION OF CONTRACT

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

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

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

DISPUTE RESOLUTION

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

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

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

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

FREE PUBLICITY

Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing

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

USE OF ELECTRONIC MEDIA

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

OPINIONS OF COST

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

LEED CERTIFICATION

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

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

JOBSITE SAFETY DISCLAIMER

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

GOVERNING LAW

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

SEVERABILITY

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

ASSIGNMENT OF AGREEMENT

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

SIGNATURES

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

EEO

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

Authorization

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

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

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

Proposal for Professional Services
Butler Warren Road and Mason Road-Preliminary Engineering
City of Monroe, Ohio
November 28, 2017

The Kleingers Group, Inc.

SIGNED

Nick S. Yeretzian
PRINTED

Transportation and Infrastructure Group Leader
TITLE

November 28, 2017
DATE SIGNED

Primary Project Contact

Nick Yeretzian
PRINTED

Transportation and Infrastructure Group Leader
TITLE

513-779-7851
PHONE NUMBER

Nick.yeretzian@kleingers.com
E-MAIL ADDRESS

City of Monroe, OH

SIGNED

PRINTED

TITLE

DATE SIGNED / AGREEMENT "EFFECTIVE DATE":

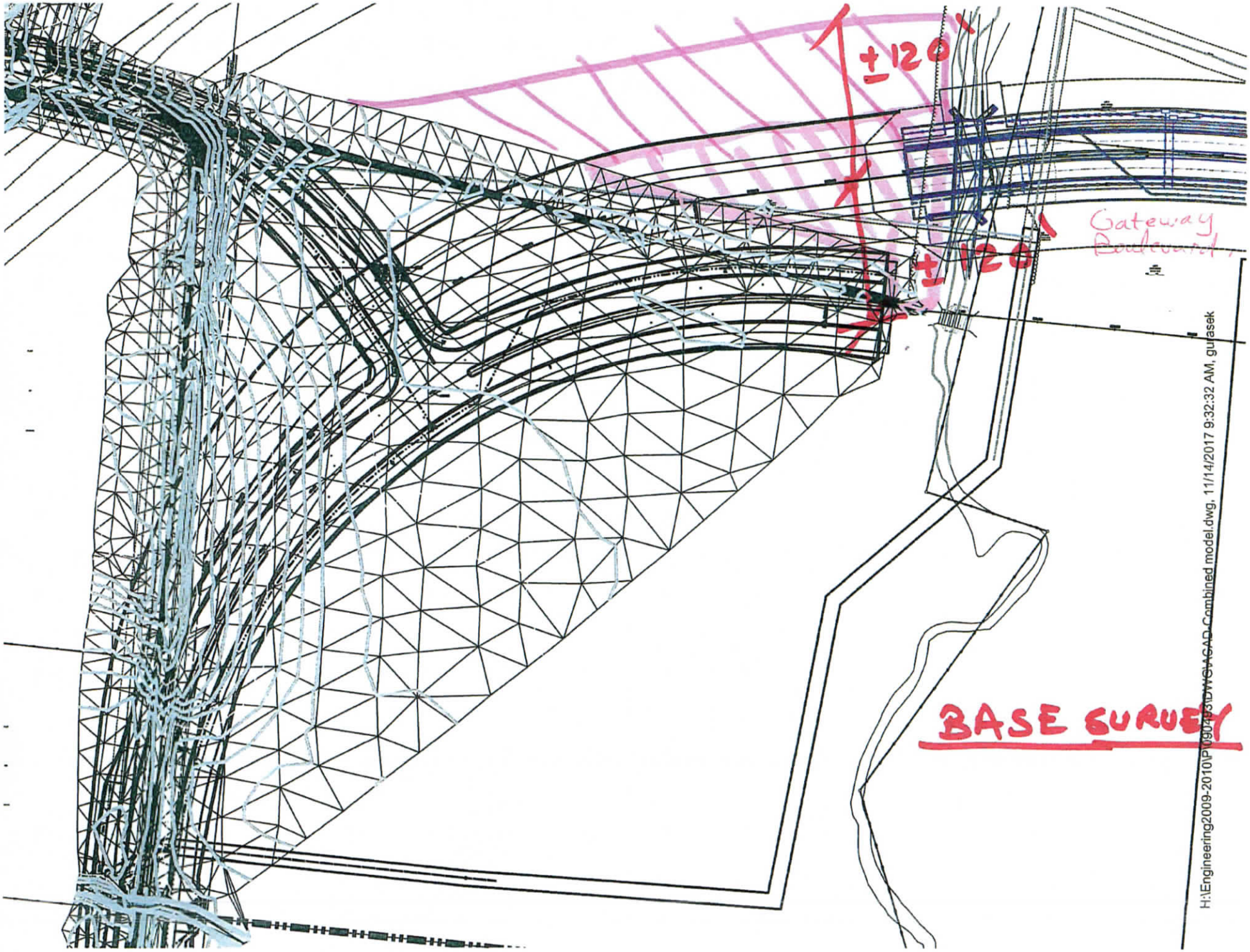
Primary Project Contact

PRINTED

TITLE

PHONE NUMBER

E-Mail Address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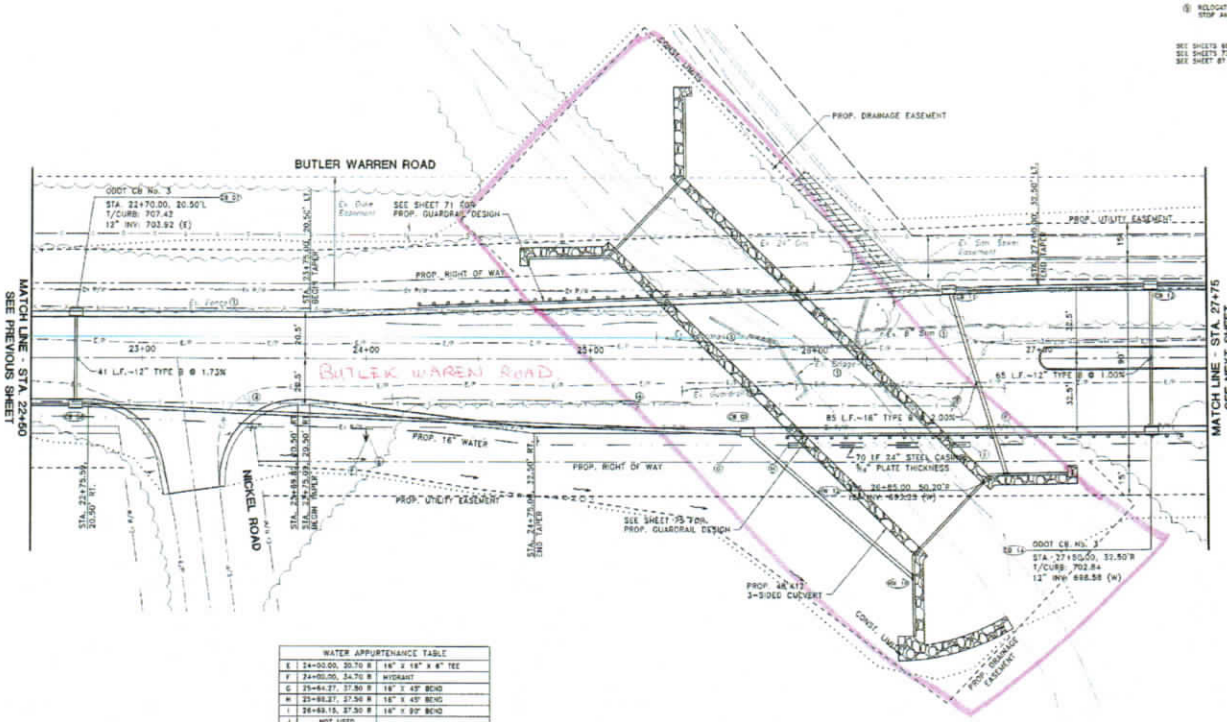

WATER APPURTENANCE TABLE		
E	24+00.00, 20.70 R	16" Ø x 16" x 6" TEE
F	24+00.00, 34.70 R	HYDRANT
G	25+64.27, 37.50 R	16" Ø x 45° BEND
H	27+85.27, 37.50 R	16" Ø x 45° BEND
I	26+83.15, 87.50 R	16" Ø x 22° BEND
J	NOT USED	
K	26+83.15, 87.50 R	16" Ø x 45° BEND

NOTE:
ALL DIMENSIONS TO BACK OF CURB UNLESS OTHERWISE NOTED.

(1) REMOVE
(2) ADJUST TO GRADE
(3) RECONSTRUCT TO GRADE
(4) EX. UTILITY LOCATION TO BE RELOCATED/ADJUSTED BY OTHERS
(5) RELOCATE
(6) DO NOT DISTURB
(7) REMOVE AND RESET YARD LIGHT
(8) FIRE HYDRANT ASSEMBLY
(9) RELOCATE EX. METER, SETTING, STOP AND TRANSFER

SEE SHEETS 69-72 FOR DRIVE DETAILS
SEE SHEETS 73-74 FOR STORM PROFILES
SEE SHEET 87 FOR GAS PROFILES

HORIZONTAL SCALE IN FEET (1"=20')
VERTICAL SCALE IN FEET (1"=5')

DESIGNED SEK
DRAWN TSC

BUTLER WARREN RD & MASON RD IMPROVEMENTS
BUTLER WARREN ROAD - STA. 22+50 TO STA. 27+50 - PLAN

KLEINGERS & ASSOCIATES

12
87