

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF AVON AND
E.L. ROBINSON ENGINEERING OF OHIO, CO.**

THIS AGREEMENT ("Agreement") is entered into between City of Avon, Ohio ("Owner") and E.L. Robinson Engineering of Ohio, Co. ("ELR") as follows:

- Owner intends to utilize the design build process to deliver the Riegelsberger Bridge Improvement Project. The project includes the development of the Design Build bid documents necessary to construct the proposed bridge over French Creek; ("Project") more particularly described as follows:

Riegelsberger Bridge Improvement Project

- Owner requires professional services to develop and complete the Project;
- ELR will provide such services as described herein.

NOW, THEREFORE, in consideration of the promises and other consideration contained in this Agreement, the sufficiency of which is acknowledged, Owner and ELR agree as follows:

Article 1 - Effective Date

1.1 The Effective Date of this Agreement is _____.

Article 2 – Governing Law

2.1 This Agreement shall be governed by the laws of the State of Ohio, without regard to any choice of law rules applied by the courts of that State.

Article 3 – Scope of Services

3.1 For the compensation stated in Article 5 of this Agreement, ELR shall provide the services described in Attachment 'A' – Scope of Services (the "Services").

Article 4 – Schedule

4.1 ELR shall exercise its reasonable efforts to perform the Services according to the schedule set forth in Attachment 'B' – Schedule (the "Schedule") If ELR fails to timely perform due to inaction, neglect or some fault of its own, the Owner may terminate this contract without any further financial obligation to ELR and/or adjust the rates and amounts of ELR's compensation in an equitable manner.

4.2 If, through no fault of ELR, such periods of time or dates in the Schedule are changed, or the orderly and continuous progress of ELR's services are impaired, or ELR's services are delayed or suspended, then the time for completion of ELR's services, and the rates and amounts of ELR's compensation, shall be adjusted equitably and in writing. The owner shall be given three (3) days notice to rectify the

situation to allow ELR to progress with the project before any compensation adjustments can be made.

- 4.3 If Owner requests or authorizes changes in the scope, extent, or character of the Project, then the time for completion of ELR's Services, and the rates and amounts of ELR's compensation, shall be equitably adjusted. ELR will have (3) days to notify owner if ELR will request additional compensation for said change. The City then has three (3) days to decide if ELR should perform work.
- 4.4 Owner will make decisions and fulfill other obligations in a timely manner so as not to delay ELR's performance of the Services. If ELR's Services are delayed or suspended in whole or in part by Owner, or if ELR's Services are extended by Owner's and/or Owner's contractor's actions or inactions and Owner is notified of same in writing, through no fault of ELR, ELR shall be entitled to an equitable adjustment in the rates and amounts of compensation to reflect the reasonable costs incurred by ELR in connection with such delay or suspension, reactivation, and the revision of the time for performance under this Agreement. The owner shall be given three (3) days notice to rectify the situation to allow ELR to progress with the project before any compensation adjustments can be made.
- 4.5 As used in this Agreement, the term "day" shall mean a calendar day of twenty-four (24) hours. In calculating any time period of six (6) or fewer days, Saturdays, Sundays and legal holidays shall be excluded.

Article 5 – Compensation

- 5.1 Owner will pay ELR a lump sum fee in accordance with Attachment 'C' – Compensation. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed per task. Said estimated completion percentage shall be submitted by ELR and approved by Owner.
- 5.2 Notwithstanding anything to the contrary in this Agreement or Attachment 'C' – Compensation, should the Services under this Agreement include products or services that are commercially priced by ELR, such amounts shall be invoiced to Owner at the catalog price(s) offered by ELR and are not subject to audit on the basis of costs incurred.
- 5.3 Any subcontracting work shall be paid by the owner based on the original invoice by the subcontracting company. ELR may bill for administration time of subcontractor, but may not add additional compensation directly to subcontractors invoice. Any time spent by ELR administrating a subcontractor shall be invoiced under that specific task.
- 5.4 Any work performed prior to the execution of this contract shall be broken down into the tasks listed in Attachment A and C. Advanced authorization shall be incorporated into this contract.

Article 6 – Owner's Additional Responsibilities

- 6.1 Owner will authorize ELR in writing to proceed (authorization to proceed is given by the execution of this Agreement).

- 6.2 Owner will place at ELR's disposal all available information pertinent to the Project, including previous reports, drawings, specifications or any other data relative to the design or construction of the Project.
- 6.3 Owner will be responsible for, and ELR may reasonably rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to ELR pursuant to this Agreement. ELR will review all information furnished by the owner and using their best engineering judgment, decide if the information is acceptable to use for the purpose of designing this project.

Article 7 – Standards of Performance

- 7.1 ELR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.
- 7.2 ELR may employ such subconsultants as ELR deems necessary to assist in the performance or furnishing of the Services upon giving three (3) days written notice to the Owner. The Owner shall have three (3) days to object and block said employment.
- 7.3 Subject to the standard of care set forth in Article 7.1, ELR and its subconsultants may use or reasonably rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 7.4 ELR and Owner shall comply with applicable laws and regulations and Owner-mandated standards that Owner has provided to ELR in writing prior to the Effective Date, including but not limited to the City's Design Standards, of this Agreement. This Agreement is based on these requirements as of the Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities and the Services provided by ELR. Owner shall be responsible for the cost of any such modifications, and ELR's scope of services, times of performance, and compensation shall be equitably adjusted. ELR shall notify the owner at least three (3) days in advance if these modifications result in additional compensation requests.

Article 8 – Indemnification and Liability

Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, ELR's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and ELR agree to allocate and limit such liabilities in accordance with this Article.

- 8.1 **Indemnification by ELR.** ELR agrees to indemnify and hold Owner harmless from and against legal liability for all claims and/or judgments (including but not limited to attorney's fees and other defense costs) to the extent such claims and/or judgments are caused by ELR's negligent acts, errors, or omissions arising out of its performance of the Services.
- 8.2 **Indemnification by Owner.** Owner agrees to defend, indemnify and hold ELR harmless from and against legal liability for all claims and/or judgments, (including but not limited to attorney's fees and other defense costs) to the extent such claims and/or judgments are caused by Owner's negligent acts, errors, or omissions arising out of or in any way related to the performance of the Services, and/or any inaccurate or incomplete requirements, programs, instructions, reports, data, and other information furnished by Owner of which ELR reasonably relied upon and to the extent permitted by

law. Before using said information. ELR will use its best professional judgment in evaluating same in light of the requirements for this project.

- 8.3 In the event claims and/or judgments are caused by the joint or concurrent negligence or breach of this Agreement by ELR and Owner, they shall be borne by each party in proportion to its own negligence to the extent permitted by law.
- 8.4 In claims against any person or entity indemnified under this Article 8 by an employee of ELR or Owner, or their contractors, suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Article 8 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for ELR, Owner, or their contractors or suppliers under workers' compensation acts, disability benefits acts or other employee benefit acts.
- 8.5 Owner will notify ELR in writing within three days of the receipt or notification of any claims filed against Owner, its contractors, employees, or suppliers with regard to the Project.
- 8.6 The indemnification obligations under this Article 8 shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 8.
- 8.7 **Survival.** The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

Article 9 - Insurance

- 9.1 During the performance of the Services under this Agreement, ELR shall maintain the following insurance:
 - a. Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b. Automobile Liability Insurance with a combined single limit of \$1,000,000 for each accident.
 - c. Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d. Commercial Umbrella (Following Form of underlying liability policies), with a \$1,000,000 limit.
 - e. Professional Liability Insurance with a limit of \$1,000,000 per claim and annual aggregate.
- 9.2 ELR shall, upon written request, furnish Owner certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Owner.
- 9.3 Owner will require all Project contractors to include Owner, ELR, and its parent company (if any), affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and ELR, each to the same extent.
- 9.4 ELR and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during

and after the completion of the Services. When the services result in a construction phase of the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and ELR to the same extent.

Article 10 – Limitations of Responsibility

- 10.1 ELR shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to ELR, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes, or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to ELR in Attachment 'A' – Scope of Services.
- 10.2 In the event the Owner requests ELR to execute any certificates or other documents, the proposed language of such certificates or documents will be submitted to ELR for review at least fifteen (15) days prior to the requested date of execution. ELR shall not be required to execute any certificates or documents that in any way would, in ELR's sole judgment, (a) increase ELR's legal or contractual obligations or risks, (b) require knowledge, services or responsibilities beyond the scope of this Agreement, (c) result in ELR having to certify, guarantee or warrant the existence of conditions whose existence ELR cannot ascertain, or (d) provide any representation from ELR that is intended to induce any party or entity to lend money or otherwise incur indebtedness on any project or property.

Article 11 – Opinions of Cost and Schedule

- 11.1 Because ELR has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, ELR's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a practitioner of its profession. ELR does not guarantee that proposals, bids, or actual Project costs will not vary from ELR's opinions of probable costs or that actual schedules will not vary from ELR's projected schedules.

Article 12 – Reuse of Documents

- 12.1 All documents, including, but not limited to, drawings, specifications, and computer software prepared by ELR pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by ELR for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to ELR. Owner shall defend, indemnify and hold harmless ELR and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse.
- 12.2 Provided Owner requests any verification or adaptation of documents, ELR will be entitled to additional compensation at rates to be agreed upon by Owner and ELR.

Article 13 – Ownership of Documents and Intellectual Property

- 13.1 Except as otherwise provided herein, documents, drawings, and specifications prepared by ELR and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that ELR shall have the unrestricted right to their use. ELR shall retain its copyright and

ownership rights in its design, drawing details, specifications, databases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ELR.

Article 14 – Termination and Suspension

- 14.1 This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the non-performing party shall have seven (7) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- 14.2 Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to ELR. ELR shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay ELR for all Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to ELR's compensation and the Project Schedule.

Article 15 – Force Majeure

- 15.1 Neither Owner nor ELR shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; terrorism; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or ELR under this Agreement. ELR shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 15.2 Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

Article 16 – Notices

- 16.1 Any notices required by this Agreement shall be made in writing and delivered personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service.

As to Owner:

Mayor James A. Smith
Robert Knopf, City Engineer
36080 Chester Road
Avon, Ohio 44011

As to ELR:

Richard E. Rockich, Jr.
Director of Operation - Cleveland
1468 West 9th Street, Suite 500
Cleveland, Ohio 44113

16.2 All notices shall be effective upon the date of receipt.

16.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and ELR.

Article 17 – Disputes

17.1 In the event of a dispute between Owner and ELR arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within fourteen (14) days after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

17.2 If said dispute cannot be settled through direct discussion between the parties, then the parties may agree to submit the dispute to arbitration. Notwithstanding the foregoing, neither party shall be required to arbitrate any dispute if a third party or third parties, which may reasonably be liable in the same dispute, cannot be joined and if, by such nonjoinder, inconsistent resolution of the dispute may result. Pending resolution of any dispute between the parties or arising out of or related to this Agreement, both parties shall continue performing Services under this Agreement.

Article 18 – Equal Employment Opportunity

18.1 ELR hereby affirms its support of affirmative action and that it abides by the provisions of the “Equal Opportunity Clause” of Section 202 of Executive Order 11246 and other applicable regulations.

18.2 ELR affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is ELR’s policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

18.3 ELR further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

Article 19 – Waiver

19.1 A waiver by either Owner or ELR of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party’s rights with respect to any other or further breach.

19.2 A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Article 20 – Severability

- 20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void.
- 20.2 Owner and ELR further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 20.3 The provisions of this Article shall not prevent this entire Agreement from being void should a provision that is of the essence of this Agreement be determined void.

Article 21 – Integration

- 21.1 This Agreement, including Attachments A, B, and C incorporated by this reference, represents the entire and integrated agreement between Owner and ELR. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.
- 21.2 This Agreement may be amended only by a written instrument signed by both Owner and ELR.

Article 22 – Successors and Assigns

- 22.1 Owner and ELR each binds itself and its successors, executors, administrators, permitted assigns, legal representatives, and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party, in respect to all provisions of this Agreement.

Article 23 – Assignments

- 23.1 Neither Owner nor ELR shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, ELR may assign its rights to payment without Owner's consent.
- 23.2 Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 23.3 Nothing contained in this Article shall prevent ELR from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

Article 24 – No Third Party Rights

- 24.1 The Services provided for in this Agreement are for the sole use and benefit of Owner and ELR.
- 24.2 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and ELR.

Article 25 – Survival

- 25.1 All express representations, waivers, indemnifications, and limitations of liability included

in this Agreement will survive its completion or termination for any reason.

Article 26 – Miscellaneous Provisions

26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute on and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signature of each party.

26.2 Headings are for general, descriptive purposes only and shall not modify nor limit any provisions of this Agreement.

IN WITNESS WHEREOF, Owner and ELR have executed this Agreement as reflected below. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

City of Avon

E.L. Robinson Engineering of Ohio, Co.

By: _____
Printed Name

By: RICHARD E. ROCKICH, JR
Printed Name

Title

DIRECTOR OF OPERATIONS - CLEVELAND
Title

Signature

Richard E. Rockich, Jr
Signature

Date

JUNE 25, 2013
Date

Witness

[Signature]
Witness

Attachment A
Scope of Services

Riegelsberger Road Bridge Replacement
City of Avon
Narrative
June 14, 2013

E.L. Robinson Engineering (ELR) is recommending a two part project. In Part I, ELR will develop preliminary design information for the development of the Design Build Scope of Services document. In Part II, ELR will develop the bid documents for a design build contract. A list of tasks to be completed is as follows:

Part I

1.0 Preliminary Engineering

1.0.1 Kickoff Meeting/Scope of Services

1.0.1a Establish Site / Bridge Parameters

1.0.1b City of Avon Standards to be used

1.0.1c Overview of Project Schedule

1.0.1c1 Draft bid document up through Stage 1, must be completed and approved by City of Avon, no later than March 31, 2014.

1.0.2 Survey

1.0.2a Site topo

1.0.2b Channel sections

1.0.2c Set control

1.0.2d ELR to develop proposed R/W limits.

1.0.3 Environmental

1.0.3a City of Avon to provide all environmental documentation

1.0.3b ELR to coordinate with all environmental documentation and incorporate the approved environmental commitments within the Design Build documents.

1.0.3b1 Limit disturbance in French Creek as much as possible.

1.0.3b2 SWPP Plans to comply to City of Avon Standards, particularly Section 1050 of City of Avon Ordinances.

- 1.0.3b3 Provide sediment control, by limiting the disturbed area, using silt fences and by seeding quickly.
- 1.0.3b4 Consider whether any in-stream sediment control devices are appropriate or feasible.

1.0.4 Utilities

- 1.0.4a ELR to contact and coordinate with the Ohio Utility Protection Service (OUPS) and the Ohio Oil & Gas Producers Underground Protection Service (OGPUDs) for all services including relocation work.
- 1.0.4b ELR to provide 4A utility notes that will take into account the existing waterline.

1.0.5 Floodplain Delineation

- 1.0.5a FEMA Floodway – Special flood hazard area – Zone A
- 1.0.5b ELR to develop HEC RAS Analysis to determine a base flood elevation (BFE)

1.0.6 Permitting

- 1.0.6a ELR to develop / submit Army Corp Nationwide Permit (NWP) application
- 1.0.6b ELR to provide the Notice of Intent (NOI) for the Design Build Team (DBT) to use to develop the Temporary Sediment and Erosion Control (TSEC) Plan

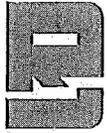
1.0.7 Subsurface Investigation

- 1.0.7a Subconsultant to drill two (2) structure borings
- 1.0.7b ELR to provide the Structure Foundation Exploration Report

1.0.8 Bridge Alternatives (Structure Type Study)

- 1.0.8a ELR to develop a span length to avoid floodway impact.
- 1.0.8b ELR to develop three feasible bridge types and the associated transverse sections.
- 1.0.8c ELR to develop a Site Plan for the preferred alternative that includes a minimum limit of bridge opening.
- 1.0.8d Bridge Design Criteria
 - 1.0.8d1 HL-93 loading using LRFD design
 - 1.0.8d2 DBT to provide load rating calculations and report.
 - 1.0.8d3 Certified design life of 50 years
 - 1.0.8d4 ELR to provide Scour Analysis

1.0.9 Roadway Alternative



1.0.9a ELR to develop the roadway alignment and the associated profile for the City to overlay on to the existing R/W limits

1.09.a1 The proposed alignment will address the turning radius for the City ladder truck and S-Bus-36 vehicle

1.0.9b ELR to provide the preferred Roadway Plan and Profile sheets, Typical Sections and Cross Sections for City approval

1.0.10 Probable Construction Cost Estimate

1.0.10a A final standard probable construction cost estimate shall be provided in an acceptable format.

PART II

2.0 Design Build Scope / Bid Document Development

2.0.1 ELR to develop a draft Design Build Bid Document to include the following:

2.0.1a Specifications for material and construction procedures

2.0.1b Design requirements

2.0.1c Proposal with estimate quantities

2.0.1d 11" x 17" Roadway and bridge conceptual plans

2.0.1e ELR will prepare an overall easement map for the project area. ELR will also prepare individual easement maps (Exhibits – 8 ½" x 11")

2.0.1f ELR to provide legal documents with descriptions and exhibits for up to two (2) affected parcels.

2.0.1g DBT to provide MOT plans. Reduction/elimination of any closing of Jaycox Road. Minimize closing of Riegelsberger Road.

2.0.1h Requirement for DBT to provide quantity calculations for payment schedule during construction

2.0.1i Insurance requirements

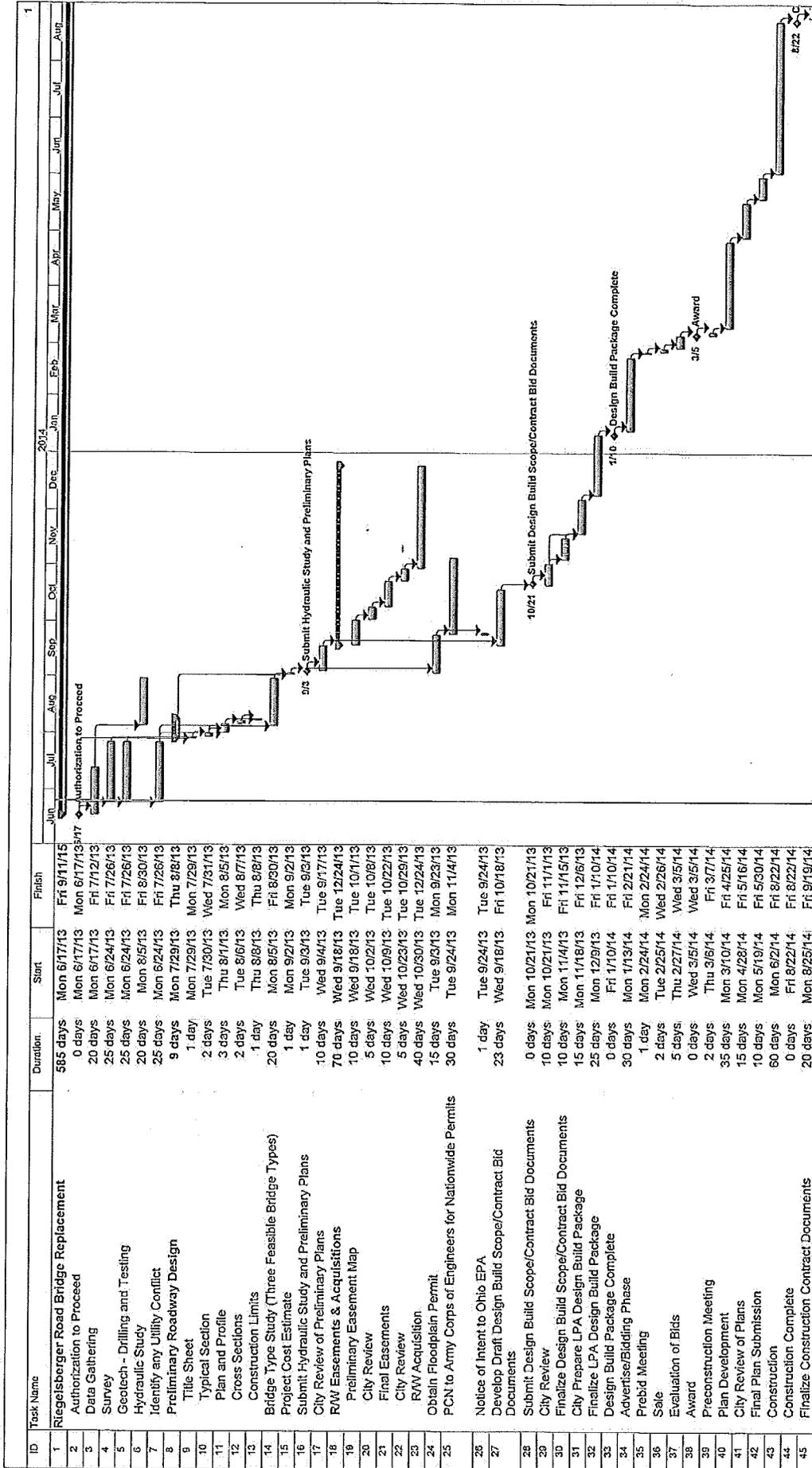
2.0.1j Construction methodology needs to ensure that no debris enters French Creek

2.0.1k Requirement for DBT to provide As Built drawings

2.0.1l Completion Date

2.0.2 City of Avon to provide appraisals and negotiations relative to the affected parcels.

Attachment B
Schedule



Riegelsberger Road Bridge Replacement - Schedule



Attachment C
Compensation

Proposal Cost Summary

PROPOSAL COST SUMMARY

Riegelsberger Road Bridge Replacement D/B Project
 Avon Job# AV-009-12/07

Profit Overhead 140.42%
 Overhead Percentage = 140.42%
 Net Fee Percentage = 11.00%
 Cost of Money = 0.00%

CONSULTANT: E.L. Robinson Engineering

DATE: 6/14/2013

Task - Description	Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon. Costs	Net Fee	Total Cost
Part I									
Preliminary Engineering:									
Kickoff Meeting/Scope of Services	\$ 40.50	8	\$ 324	\$ 455	\$ 0	\$ 0	\$ 0	\$ 86	\$ 865
Establish Site /Bridge Parameters	\$ 37.00	4	\$ 148	\$ 208	\$ 0	\$ 0	\$ 0	\$ 39	\$ 395
Nationwide Permit to Army Corps	\$ 38.75	32	\$ 1,240	\$ 1,741	\$ 0	\$ 0	\$ 0	\$ 328	\$ 3,309
Notice of Intent Permit to EPA	\$ 44.00	1	\$ 44	\$ 62	\$ 0	\$ 0	\$ 0	\$ 12	\$ 118
Hydraulics/Floodway Delineation	\$ 39.92	48	\$ 1,916	\$ 2,690	\$ 0	\$ 0	\$ 0	\$ 507	\$ 5,113
Geotechnical Subsurface Investigation	\$ 44.00	20	\$ 880	\$ 1,236	\$ 0	\$ 0	\$ 3,892	\$ 233	\$ 6,241
Project Site Plan	\$ 32.33	48	\$ 1,552	\$ 2,179	\$ 0	\$ 0	\$ 0	\$ 410	\$ 4,141
Develop Three Feasible Bridge Types	\$ 32.86	28	\$ 920	\$ 1,292	\$ 0	\$ 0	\$ 0	\$ 243	\$ 2,455
Develop Feasible Roadway Alignment	\$ 32.54	52	\$ 1,692	\$ 2,376	\$ 0	\$ 0	\$ 0	\$ 447	\$ 4,515
Survey		0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 11,500	\$ 0	\$ 11,500
Utility Coordination	\$ 37.00	4	\$ 148	\$ 208	\$ 0	\$ 85	\$ 0	\$ 39	\$ 480
Part II									
Design Build Scope/Bid Document Development									
Development of Scope and Bid Documents									
R/W Plans and Legal Descriptions (2 Parcels)	\$ 32.25	64	\$ 2,064	\$ 2,898	\$ 0	\$ 0	\$ 0	\$ 546	\$ 5,508
Prescope Meeting	\$ 40.50	4	\$ 162	\$ 227	\$ 0	\$ 0	\$ 0	\$ 43	\$ 432
Prepare Scope Document	\$ 28.70	40	\$ 1,148	\$ 1,612	\$ 0	\$ 35	\$ 0	\$ 304	\$ 3,099
Prepare Project Schedule	\$ 44.00	2	\$ 88	\$ 124	\$ 0	\$ 0	\$ 0	\$ 23	\$ 235
Prepare Engineers Estimate & Bid Document	\$ 34.25	16	\$ 548	\$ 770	\$ 0	\$ 0	\$ 0	\$ 145	\$ 1,463
GRAND TOTAL	\$34.70	371	\$ 12,874	\$ 18,078	\$ 0	\$ 120	\$ 15,392	\$ 3,405	\$ 49,869

Proposed Labor Rates

**DETAILED BREAKDOWN OF PROPOSED TOTAL HOURS,
PERSONNEL CATEGORIES, AND LABOR RATES
Riegelsberger Road Bridge Replacement D/B Project
Avon Job# AV-009-12/07**

		HOURLY RATES	
		<u>Personnel Category</u>	<u>Salary Rate</u>
CONSULTANT:	E.L. Robinson Engineering	Senior Engineer	\$ 44.00
		Engineer	\$ 37.00
		Technician	\$ 28.00
		Clerical	\$ 19.00
DATE:	6/14/2013		

HOURS BY PERSONNEL CATEGORY

	Senior Engineer	Engineer	Technician	Clerical	Total Hours	Labor Costs
Part I						
Preliminary Engineering:						
Kickoff Meeting/Scope of Services	4	4	0	0	8	\$ 324
Establish Site /Bridge Parameters	0	4	0	0	4	\$ 148
Nationwide Permit to Army Corps	8	24	0	0	32	\$ 1,240
Notice of Intent Permit to EPA	1	0	0	0	1	\$ 44
Hydraulics/Floodway Delineation	20	28	0	0	48	\$ 1,916
Geotechnical Subsurface Investigation	20	0	0	0	20	\$ 880
Project Site Plan	4	16	28	0	48	\$ 1,552
Develop Three Feasible Bridge Types	4	8	16	0	28	\$ 920
Develop Feasible Roadway Alignment	8	12	32	0	52	\$ 1,692
Survey	0	0	0	0	0	\$ 0
Utility Coordination	0	4	0	0	4	\$ 148
Part II						
Design Build Scope/Bid Document Development						
Development of Scope and Bid Documents						
R/W Plans and Legal Descriptions (2 Parcels)	8	16	40	0	64	\$ 2,064
Prescope Meeting	2	2	0	0	4	\$ 162
Prepare Scope Document	4	16	0	20	40	\$ 1,148
Prepare Project Schedule	2	0	0	0	2	\$ 88
Prepare Engineers Estimate & Bid Document	4	4	8	0	16	\$ 548
GRAND TOTAL	89	138	124	20	371	\$ 12,874

Proposed Overhead and Cost of Money Rates



OHIO DEPARTMENT OF TRANSPORTATION
 CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223
 JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

Indirect Cost Inspection Certificate No. 2012-MT-135

Company..... E.L. Robinson Engineering of Ohio, Co.
 Based on Actual Costs Submitted for Year..... 2011
 Effective Date (Approval Date)..... October 24, 2012
 Approved Contracting Status..... UNLIMITED (eligible for cost-plus contracts)

The Ohio Department of Transportation (ODOT) Office of External Audits has completed an inspection of the above Company's cost submission, as discussed below. *A copy of this certificate must be included with all new project proposals and on any requests for modifications to existing contracts.*

Approved Rates. ODOT hereby approves the following rates:

Home Office Overhead	140.42% (1.29% decrease)
Field Overhead	90.30% (1.9% decrease)
Facilities Capital Cost of Money	0.43% (as submitted)

Application and Updates. The approved rates shown above apply to contracts that are partially or fully reimbursed using the Actual Costs Plus a Net Fee (cost-plus) method. The approved rates should be used 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 the Company submitted to ODOT. As more current cost information becomes available, it must be submitted to the ODOT Office of Audits, within six months after the close of the Company's fiscal year.

For detailed submittal requirements, please see <http://www.dot.state.oh.us/Divisions/Finance/Auditing/Pages/Consultants.aspx>.

Note: All companies must submit the required financial package annually. Failure to comply may result in loss of ODOT prequalification.¹

Inspection Procedures. The procedures applied in this inspection did not constitute an audit or review in compliance with the Government Auditing Standards issued by the U.S. Government Accountability Office (GAO). ODOT's inspection was limited to the application of a set of basic analytical procedures and the examination of certain cost items with a high inherent risk of misstatement. ODOT reserves the right to conduct a full review or audit at a later date, if warranted. This could include an overhead audit and/or a project audit.

The point of contact regarding this inspection is:

Marc A. Travis
 Ohio Department of Transportation
 Department of Finance and Forecasting, Office of External Audits
 1980 West Broad Street
 Columbus, Ohio 43223
 Phone: (614) 728-0318
 Email: Marc.Travis@dot.state.oh.us

Approved by:

Scot P. Gormley, Audit Manager

¹**Note:** The ODOT Office of Consultant Services makes all determinations regarding engineering prequalification. Consultants are responsible for renewing engineering prequalification every two years, and this process is independent of cost submissions made to the ODOT Office of Audits. For details regarding prequalification requirements, see <http://www.dot.state.oh.us/Divisions/ProdMgt/Consultant/Pages/default.aspx>.

Non-Labor Direct Cost Summary

DETAILED BREAKDOWN OF DIRECT EXPENSES
Riegelsberger Road Bridge Replacement D/B Project
 Avon Job# AV-009-12/07

RATES BY CATEGORY

Category	Rate per unit	Unit
Travel	0.450	Mile
B & W Prints	0.100	Each
Color Prints	0.750	Each
Lodging	110.000	Each
Exhibits	20.000	Each
Full Size Prints	0.600	Each
Half Size Prints	0.250	Each

CONSULTANT: E.L. Robinson Engineering

DATE: 6/14/2013

HOURS BY PERSONNEL CATEGORY

	Travel	B & W Prints	Color Prints	Lodging	Exhibits	Full Size Prints	Half Size Prints	Total Cost
Part I								
Preliminary Engineering:								
Kickoff Meeting/Scope of Services	0	0	0	0	0	0	0	\$ 0
Establish Site /Bridge Parameters	0	0	0	0	0	0	0	\$ 0
R/W Plans and Legal Descriptions (2 Parcels)	0	0	0	0	0	0	0	\$ 0
Notice of Intent Permit to EPA	0	0	0	0	0	0	0	\$ 0
Hydraulics/Floodway Delineation	0	0	0	0	0	0	0	\$ 0
Geotechnical Subsurface Investigation	0	0	0	0	0	0	0	\$ 0
Project Site Plan	0	0	0	0	0	0	0	\$ 0
Develop Three Feasible Bridge Types	0	0	0	0	0	0	0	\$ 0
Develop Feasible Roadway Alignment	0	0	0	0	0	0	0	\$ 0
Survey	0	0	0	0	0	0	0	\$ 0
Utility Coordination	0	0	0	0	0	100	100	\$ 85
Part II								
Design Build Scope/Bid Document Development								
Development of Scope and Bid Documents								
Nationwide Permit to Army Corps	0	0	0	0	0	0	0	\$ 0
Prescope Meeting	0	0	0	0	0	0	0	\$ 0
Prepare Scope Document	0	300	0	0	0	0	20	\$ 35
Prepare Project Schedule	0	0	0	0	0	0	0	\$ 0
Prepare Engineers Estimate & Bid Document	0	0	0	0	0	0	0	\$ 0
GRAND TOTAL	0	300	0	0	0	100	120	\$ 120

Project Narrative

Listing of Subconsultants

Listing of Sub Consultants

<u>Subconsultant Work</u>	<u>Work Category</u>	<u>DBE/EDGE</u>	<u>Total Amount Proposed</u>
KS Associates	Surveying & Mapping	N/A	\$11,500
Summit Testing and Inspection Co	Geotechnical Drilling & Testing	N/A	\$3,892
<u>Total Subconsultant Amount:</u>			<u>\$15,392</u>

Appendix A
Subconsultant Proposal

Appendix A
KS Associates



KS ASSOCIATES

25 YEARS of SERVICE

TEAMWORK • TALENT • INTEGRITY

June 13, 2013

Richard E. Rockich, Jr., P.E.
E.L. Robinson Engineering
1468 West 9th Street, Suite 500
Cleveland, OH 44113

Re: Riegelsberger Bridge Improvements
Avon, Ohio
Surveying Services Proposal
KS Project No. 13249

Land Development
Transportation
Government Services
Land Surveying

Dear Mr. Rockich:

KS Associates, Inc. (KS) is providing E.L. Robinson Engineering of Ohio (Client) with the following proposal for services related to the above referenced project. These services and associated fees are further detailed as follows:

Task 001 - Field Surveys and Mapping

Scope of Services – KS will perform Field Surveys and Mapping of up to 500 linear feet of roadway to include the following items:

- 1) Centerline Alignment/Survey Control – It is understood a boundary survey has previously been performed others. This will serve as the basis for the centerline alignment. KS will locate and reference existing monumentation to relate the topographic survey to the boundary survey.
- 2) Bench Marks - Level circuit will be performed to establish two (2) bench marks.
- 3) Topographic Survey and Base Map – Topographic surveying and mapping will locate all visible site features within the project limits such as, pavement, sidewalks, signs, poles, utilities, fences, water and sewer structures. Elevations will be taken at 50-foot intervals and at grade breaks. The topographic survey limits will extend up to 10-feet outside the existing right-of-way except within 50-feet of the bridge the limits will extend to 25-feet outside the right-of-way. Contours will be mapped at 1-foot intervals. Bridge details will be limited to outlining the existing abutments, walls and decking.
- 4) Utilities - KS will locate all visible utility structure and subsurface markings in the project area. The Ohio Utility Protection Service (OUPS) and other agencies will be contacted for plans and field markings of subsurface utilities prior to commencement of field surveys. Subsurface utilities will be delineated from this plan information and field locations. This task also includes Identifying overhead lines and utility pole ownership.
- 5) Soil Boring staking We anticipate either staking or locating up to four soil borings. Soil borings to be staked or located at the same time as the topographic survey. Separate site visit is not included.

KS Associates, Inc.
Civil Engineers + Surveyors
260 Burns Road, Suite 100
Elyria, Ohio 44035
P 440 365 4730
F 440 365 4790
www.ksassociates.com

Richard E. Rockich, Jr., P.E.
E.L. Robinson Engineering
June 13, 2013
Page 2

Deliverable - The Survey information will be mapped in an AutoCAD 2010 format. A legend of symbols and abbreviations will be provided. The mapping will be provided in a hardcopy print signed and sealed by an Ohio Professional Land Surveyor as well as submitted in an electronic AutoCAD file format on CDROM.

Professional Service Fee - The Field Surveying and Mapping services can be provided for a fixed fee of *Ten Thousand Five Hundred Dollars (\$10,500.00)*.

Task Schedule - We anticipate the field surveying and mapping can be completed in approximately three (3) weeks from receipt of signed contract and notice to proceed.

Task 002 – Easement Documents

Scope of Services - Easement document preparation will include an overall easement map, individual easement maps and legal descriptions (approximately 2 easements are anticipated).

Professional Service Fee - The Easement Document services can be provided for a fixed fee of *One Thousand Dollars (\$1,000.00)*.

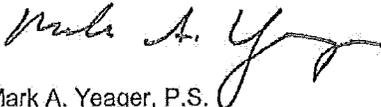
Clarifications

- Underground utilities will be shown from plan locations and physical marking provided through the Ohio Utility Protection Service (OUPS), utility companies, agencies or the client. Certification or assurance cannot be made as to the location or existence of underground utilities. OUPS will not provide utility information on private property.
- OUPS advises that utility plans and physical markings may not be available until 14 working days from the request for information. Site visits to locate utility markings after the initial mobilization will require additional fees. Any additional fees will be discussed with client prior to performance of work.

We trust that these services will meet with your objectives. Services to be performed under an executed subcontract agreement between E.L. Robinson and KS Associates with mutually acceptable terms and conditions. Feel free to contact me should you have any questions regarding this matter.

Sincerely,

KS ASSOCIATES, INC.



Mark A. Yeager, P.S.
Director of Surveying Services

cc: Lynn S. Miggins, P.E., President, KS Associates, Inc.
billing file

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KS ASSOCIATES

Appendix A

Summit Testing & Inspection Company



Summit Testing & Inspection Company

P.O. Box 2231, Akron, Ohio 44309
Deliveries: 910 White Pond Dr., Akron, Ohio 44320
(330) 869-6606
Fax (330) 869-6437

June 7, 2013 (REVISED 6-11-13)
RE: LOR - Riegelsberger Road Bridge (& Jaycox Road), Avon, Ohio

E. L. Robinson
1801 Watermark Drive, Suite 310
Columbus, Ohio 43215

Attention: Jamal Nusairat, Ph.D., P.E.,

Per your request it is our pleasure to submit this proposal for a subsurface soil exploration at the above referenced sites. The scope of service includes (2) soil borings each approximately 25.0 feet deep (including 5.0 feet rock core at each location) for the bridge replacement project. According to ODNR, shale bedrock exists 6.0 to 15.0 feet deep along Jaycox Road.

A. Mobilization of an truck mounted drill rig and personnel		\$	400.00
B. Layout / OUPS; P.E., 3 hours @ \$100.00/hr.		\$	300.00
C. Soil borings, split spoon sampling, Standard Penetration Testing (the following number and depth of borings have been requested and determined based on assumed 30 feet of 30 N-value or 5.0 feet into bedrock):			
2 Bridge borings each @ 20 feet deep			
TOTAL DRILLING: 0.0'-30.0'= 40 l.f.	LUMP SUM	\$	700.00
2 Rock Core Set-ups each @ \$110.00		\$	220.00
Rock Coring, 10 lineal feet @ \$40.00/l.f.		\$	400.00
D. Pavement penetrations, 2 each @ \$35.00		\$	70.00
E. Shelby Tubes, 0 each @ \$55.00		\$	0.00
F. Traffic Control, 8 hours @ \$65.00/hour		\$	520.00
Signage,		\$	500.00

Construction Material Testing & Inspection - Geotechnical Engineering
New Construction or Existing Structures
"DEDICATED TO SERVICE"

E. L. Robinson

RE: LOR - Riegelsberger Road Bridge (& Jaycox Road), Avon, Ohio
June 7, 2013 (REVISED 6-11-13)

Page 2

G. Laboratory Testing Allowance;

1. (12)	Water content tests @ \$6.00 each	\$	72.00
2. (0)	Particle size analysis @ \$70.00 each	\$	0.00
3. (2)	Particle size (Hydro) @ \$125.00 each	\$	250.00
4. (2)	Liquid/Plastic Limits @ \$80.00 each	\$	160.00
6. (0)	Soil Unconfined compressive Strength @ \$100.00 each	\$	0.00
7. (2)	Rock Unconfined compressive strength @ \$50.00 each	\$	100.00
8. (0)	Point Load Strength of Rock @ \$60.00 each	\$	0.00

H. Subsurface Exploration Logs \$ 200.00

TOTAL ESTIMATED COST*-----\$ 3,892.00

*This price could vary as soil conditions become known; final billing will depend on actual drilling footage and quantity of laboratory tests performed. Should the field program reveal soil conditions that we feel warrant an increase in price of more than 10%, you will be notified for approval.

State law requires a 48 hour notice be given to OUPS to clear underground utilities prior to drilling; OUPS will only locate underground utilities within right-of-ways and easements therefore, a private locate (via Central Locating @ \$125.00/hour/utility) may be required if plans do not exist or are unavailable for such utilities. Once given an authorization to proceed, our current schedule is such that the field test program and report will be completed within ten (10) and twenty (20) working days, respectively. We are attaching our "Terms and Conditions" page hereto that further defines the basis of our services to you on this project.