



AMERICAN
STRUCTUREPOINT
INC.

600 SUPERIOR AVENUE EAST, SUITE 2401
CLEVELAND, OHIO 44114
TEL 216.302.3694

May 11, 2026

Mr. Josh Bender
Village Administrator
Village of North Baltimore, Ohio
205 N. Main Street
North Baltimore, Ohio 45872

Subject: WOO-TR34-0.75 E. Broadway Walks (Village of North Baltimore), PID 125526
Proposal for Professional Services

Dear Mr. Bender,

As a follow up to our previous project proposal, our team is pleased to submit our revised fee proposal for the Village's review. This fee implements the requested ODOT revisions. The fee proposal was developed in concurrence with the current Ohio Department of Transportation Consultant Fee Guidance and the approved project task list which includes Preliminary Engineering (Field Survey, Stage I Design), Environmental Engineering (Stage II Design, R/W Plans), Final Engineering (Stage III Design, Final Plan Package), and Pre-Construction (Prebid Support).

Project Overview:

This project involves ODOT District 2 LPA delivery for the E. Broadway sidewalk improvements along East Broadway Street / Eagleville Road within the Village of North Baltimore. The project includes sidewalk and pedestrian crossing improvements intended to improve ADA compliance, pedestrian connectivity, and overall corridor safety.

- **Project Limits**

- North side sidewalk: Main Street to Eagle Landing neighborhood along East Broadway Street / Eagleville Road
- South side sidewalk: Tarr Street to Rudolph Road along East Broadway Street
- Project does not include a bridge over Rocky Ford Creek

- **Proposed Improvements**

- New sidewalk construction
- Curb ramps at:
 - Chicago Avenue
 - Wabash Avenue
 - Rudolph Road
 - East Broadway Street / Eagleville Road

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- Crossing improvements and pedestrian accessibility upgrades
- Limited curb replacement at intersections where new curb ramps are to be installed
- Drive apron adjustments, as needed
- Lighting coordination, as needed
- Limited signing and pavement marking modifications related to crossings
- Utility coordination and right-of-way support
- Temporary and permanent right-of-way coordination for impacted parcels

Modifications of infrastructure placed with PID 116426 will be minimized wherever possible.

The following scope items are provided for clarification and fee proposal development:

- Bridge improvements over Rocky Ford Creek are not included
- Full roadway reconstruction, resurfacing, and drainage system replacement are not included
- Sidewalk improvements are limited to the identified project corridor and intersection connections
- Signal design is not included
- Geotechnical services are not anticipated per project scope
- Regulated Materials Review (RMR) will be included as required by ODOT
- Utility note preparation and coordination will be required
- Deliverables will follow current ODOT L&D Manual Volume III standards and LPA requirements

Proposed scope items included Preliminary Engineering (Field Survey, Stage 1 Design), Environmental Engineering (Stage 2 Design, R/W Plans), Final Engineering (Stage 3 Design, Final Plan Package, Prebid Support), and Construction (RFI Support) as detailed in the following section.

Preliminary Engineering Phase

Regulated Material Review Form (2.2.D)

The Regulated Materials Review (RMR) Screening will be conducted to identify any sites within the alternatives that may require additional RMR studies (Assessment and/or Investigations). As part of the RMR Screening, regulatory databases will be reviewed along with present and historic land uses associated with properties in the project area. We estimate file reviews will be completed for three (3) properties. The results of the RMR Screening will be presented on the RMR Review Form that will be prepared in accordance with ODOT's RMR guidance. An RMR Assessment or RMR Investigation are considered out of scope but may be provided later depending upon ODOT-OES recommendations. The RMR Form will be submitted electronically through EnviroNet.

Field Survey

2.3.A - Field Survey and Aerial Mapping

Local survey work will be completed by Bockrath & Associates Engineering and Surveying. Please see Appendix D for scope of services.

Stage 1 Design/Feasibility Layouts

2.7.A – Roadway

Preliminary layouts:

- Proposed layout roll plot including
 - Typical sections (2 concept typical sections)

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- Sidewalk layout
- ADA curb ramp layouts
- Pedestrian crossing improvements
- Drive approach locations
- Proposed R/W needs
- Signing and pavement marking concepts roll plot

2.7.C – Utilities

Utility coordination will advance to confirm potential conflicts, outreach to affected utility owners, and resolution of Stage I design needs.

2.7.H - Prepare C2 Cost Estimates and Update Milestones

Prepare Stage I cost estimate compliant with ODOT Estimator software and deliverables.

2.7.J – Maintenance-of-Traffic

Develop preliminary pedestrian detours. ODOT standard drawings will be utilized for roadway maintenance of traffic.

2.8 - Project Management for Preliminary Engineering Phase

Perform project management duties, facilitate monthly status reports to the Village, and assist with plan oversight. Attend District 2 quarterly LPA meetings via TEAMS if required.

American Structurepoint will hold a working meeting with the city and ODOT following the completion of these preliminary layouts to confirm any layout adjustments needed ahead of full development of Stage 2 plans. We will also coordinate with the County to ensure the proposed layout of the sidewalk will provide an adequate connection to the bridge currently being designed by the County.

Environmental Engineering Phase

Stage 2 Design

3.3.A – Roadway

Complete roadway plan development per L&D Volume III deliverables for Stage 2 design including refinement of Stage 1 plans and:

- Sidewalk plan sheets (including elevations table, no profile will be provided)
- Curb ramp details (layouts will meet ADA/PROWAG criteria)
 - Impacts to curb ramps placed in PID 116426 will be minimized to the fullest extent possible
- Crossing improvements
- MOT sheets
- Signing and pavement marking plans
- Utility conflict resolution
- Low spot mitigation to eliminate ponding risk
- Right-of-way impacts

3.3.C - Traffic Control

Complete traffic control sheets for pedestrian routing, signing, striping, and crossing improvements.

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3.3.E – Maintenance-of-Traffic

Finalize pedestrian detours. ODOT standard drawings will be utilized for roadway maintenance of traffic.

3.3.J – Utilities

Utility coordination will advance to confirm potential conflicts, outreach to affected utility owners, and resolution of Stage II design needs.

3.8 - Prepare Cost Estimates and Revise Milestone

Prepare Stage II cost estimate compliant with ODOT Estimator software and deliverables.

3.9 - Project Management for Environmental Engineering Phase

Perform project management duties, facilitate monthly status reports to the Village, and assist with plan oversight. Attend District 2 quarterly LPA meetings via TEAMS if required.

Right-of-Way needs will be determined during the Stage 1/Feasibility Alignments. At that time, a fee modification will be provided to develop Right-of-Way plans. Proposed right-of-way needs will be minimized as much as possible through the use of Village Ordinance 901.13 – Sidewalk Construction and Maintenance (included as Appendix A), as applicable.

Final Engineering Phase

Stage 3 Design/Final Design

4.2.A - Quantities and Notes

Complete final plan quantities, sub summaries, and General Summary and notes per L&D Volume III deliverables for Stage III design.

4.3 - Prepare Cost Estimates and Revise Milestone

Prepare Stage III cost estimate compliant with ODOT Estimator software and deliverables.

4.4 - Final Plan Package

Complete final plan package per L&D Volume III for Final Tracings and PS&E submittal to the Department.

4.5 - Project Management for Final Engineering and Right of Way Phase

Perform project management duties, facilitate monthly status reports to the Village, and assist with plan oversight. Attend District 2 quarterly LPA meetings via TEAMS if required.

4.6.A - Pre-bid Questions

Provide support for pre-bid questions during the bidding phase as needed.

Construction Phase

American Structurepoint will provide construction support to the Village of North Baltimore during the construction phase of this project. Construction Phase services will include the following tasks:

1.1 Consider and evaluate Requests for Information (RFI), change orders, etc., and report them with recommendations to the Village.

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1.2 Review shop drawings provided by the contractor and check for compliance in accordance with the CD's

Full-time construction services are not included in this scope of work.

If-Authorized

Rule 513 Permit (3.1.O)

Prepare and submit one (1) Rule 513 permit prior to construction activities within 300-feet of a former landfill.

Schedule:

American Structurepoint is ready to begin work as soon as the notice to proceed is available from the Village of North Baltimore. Please see Appendix B for a recommended project schedule.

Compensation:

American Structurepoint is pleased to submit the following not to exceed lump sum fee for the proposed improvements as detailed in Appendix C:

Preliminary Engineering

Field Survey (Bockrath and Associates)	\$63,875
Stage 1 Design/Feasibility Layouts	\$36,483

Environmental Engineering

Stage 2 Design	\$38,790
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Final Engineering

Stage 3 Design and Final Plan Submittal	\$18,896
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Construction Phase

On-going Services During Construction	\$4,049
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Total Base Services	\$162,093
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If-Authorized Services

Rule 513 Permit	\$4,594
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Total Services	\$166,687
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Additional Services, Exclusions

The Scope of Work identified in this document is based on American Structurepoint's knowledge of the project requirements at the time of document preparation and serves as the basis for the price proposal and agreed fee. However, changes in work may be required as the project develops, and more complete information becomes available. Although American Structurepoint routinely incorporates minor design changes in our work, we will notify the City in writing of any significant changes in the work that may require modification of the agreement and will maintain separate cost accounting for each specific issue. Any services that are not included under this work scope can be provided under a separate fee proposal and authorization, as approved by the Village of North Baltimore. Specific services that are not included as part of this proposal include, but are not limited to the following:

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1. Bridge design over Rocky Ford Creek
2. Cross Section development
3. Sidewalk/roadway profiles (information will be provided on plan sheets in elevation tables)
4. Private utility design services
5. Signal design
6. Full lighting system design beyond limited coordination
7. Full roadway reconstruction design
8. Storm sewer system/Hydraulic Design
9. ROW Design (Fee modification to be determined following Stage 1/Feasibility Layouts)
10. ROW Acquisition services
11. Geotechnical studies
12. Public meetings
13. Additional environmental studies beyond RMR and standard coordination
14. Construction inspection services

We look forward to working with the Village of North Baltimore and ODOT District 2 on this important project for the community. If scope and fee outlined in this proposal meet with your approval, please sign the attached agreement. If you have any questions on the fee proposal, or if you need additional information, please contact me at your earliest convenience at (216) 633-8805.

Very truly yours,

American Structurepoint, Inc.



Kelsey Morton, PE
Project Manager

KEM/EDK:csf



Edward D. Kagel, PE
Vice President

Enclosures

- Appendix A – Village of North Baltimore – Ordinance 901.13
- Appendix B – Schedule
- Appendix C – Fee Proposal
- Appendix D – Bockrath Survey Fee Proposal
- Appendix E – EJCDC Agreement

APPENDIX A – VILLAGE OF NORTH BALTIMORE – ORDINANCE 901.13

901.13 - Sidewalk construction and maintenance.

- (a) Authority and oversight. The village administrator or their authorized representative shall supervise the construction, maintenance, repair, and replacement of sidewalks within the village, including sidewalks located outside the public right-of-way (ROW) when deemed necessary for public safety and accessibility.
- (b) Specifications and approval. The village administrator or authorized representative shall prepare specifications for the construction and repair of sidewalks and submit them to the council for approval. Upon approval, the council shall advertise for proposals to perform the work required by the village for a period not exceeding one year, contracting with the lowest responsible bidder who provides sufficient surety for faithful performance.
- (c) Sidewalks outside the ROW. The village is authorized to maintain, repair, replace, and construct sidewalks located outside the public ROW as deemed necessary for the safety and accessibility of the general traveling public. Any such sidewalk shall, upon construction or repair, be designated for public pedestrian use.
- (d) Property owner notification. The village administrator or their designee shall notify abutting property owners at least 30 days in advance of any proposed construction, maintenance, repair, or replacement work on sidewalks located outside the ROW. Such notification shall include:
 - (1) A description of the work to be performed.
 - (2) An explanation of the village's authority to perform the work.
- (e) Cost assessment. The village shall have the authority to assess property owners for the costs of construction, repair, or replacement of sidewalks located within or outside the ROW, as provided under the Ohio Revised Code.
- (f) Funding. The costs associated with the maintenance, repair, replacement, or construction of sidewalks under this section may be paid from:
 - (1) The village's general fund.
 - (2) Grant funding obtained for infrastructure improvements.
 - (3) Other funds as deemed appropriate by the village council.
- (g) New sidewalk construction outside right-of-way. The village may construct new sidewalks on private property outside the ROW when such construction is necessary to connect existing pedestrian infrastructure. The village shall first obtain a written easement, agreement, or other legal authorization from the property owner and provide appropriate compensation as required by law.

(Ord. No. 03-95, 2-21-95; Ord. No. 2025-01, § 1, 2-4-25)

APPENDIX B – SCHEDULE

Project Schedule	
Milestone	Milestone Date
Notice to Proceed	6/10/2026
Field Survey	8/10/2026
Stage 1 Plans - Submitted	3/2/2027
Stage 2 Plans - Submitted	12/2/2027
Stage 3 Plans - Submitted	9/4/2028
Plan Package to District / Final Tracings	4/6/2029
District R/W Certification	4/20/2029
Sale	7/2/2029
Award	8/3/2029
Begin Construction	9/4/2029
End Construction	11/30/2029

APPENDIX C – FEE PROPOSAL

SUMMARY OF STEPS								
C-R-S	WOO-TR34-0.75							
Consultant:	American Structurepoint							
Agreement No.	0							
Modification No.	0							
PID No.	125526							
Proposal Date	5/11/2026							
Average Hourly Rate	Total Hours	Labor Costs	Overhead Costs	Cost of Money	Direct Costs	Subcon Costs	Net Fee	Total Cost
AUTHORIZED TASKS:								
Planning Phase								
	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preliminary Engineering Phase								
\$58.92	193	\$11,372	\$21,755	\$94	\$0	\$63,875	\$3,262	\$100,358
Environmental Engineering Phase								
\$56.24	215	\$12,091	\$23,130	\$100	\$0	\$0	\$3,469	\$38,790
Final Engineering Phase								
\$63.33	93	\$5,890	\$11,268	\$49	\$0	\$0	\$1,690	\$18,896
Construction Engineering Phase								
\$63.33	21	\$1,262	\$2,414	\$10	\$0	\$0	\$362	\$4,049
TOTAL AUTHORIZED TASKS								
\$58.65	522	\$30,615	\$58,566	\$254	\$0	\$63,875	\$8,783	\$162,093
IF-AUTHORIZED TASKS:								
\$44.75	32	\$1,432	\$2,739	\$12	\$0	\$0	\$411	\$4,594
GRAND TOTAL								
\$57.85	554	\$32,047	\$61,306	\$266	\$0	\$63,875	\$9,194	\$166,687

C-R-S		PROPOSAL LABOR SUMMARY															Version: July 2025	
Consultant:		American Structurepoint																
Agreement No.																		
Modification No.																		
PID No.		125526																
Proposal Date		5/11/2026																
		No. of Units	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Environmental Scientist	Staff Scientist	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT 13	CAT 14	CAT 15	Total	
Task Description			\$90.00	\$79.00	\$63.00	\$44.00	\$64.00	\$36.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Hours	Cost
AUTHORIZED TASKS:																		
2 - Preliminary Engineering Phase																		
2.2 - Perform Environmental Field Studies																		
2.2.D - Regulated Materials Review Screening Form																		
						50	5										55	\$3,380
TOTAL 2.2 - Perform Environmental Field Studies		0	0	0	0	50	5	0	0	0	0	0	0	0	0	0	55	\$3,380
2.3 - AER Design																		
2.3.A - Field Survey and Aerial Mapping																		
2.3.A - Field Survey and Aerial Mapping																		
2.3.A - Field Survey and Aerial Mapping																		
TOTAL 2.3 - AER Design		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2.7 - Stage 1 Design																		
2.7.A - Roadway																		
2.7.A.E - Typical Sections		2		2	4	6											12	\$674
2.7.A.G - Plan and Profile - Mainline		1	2	4	6	12											24	\$1,402
2.7.A.M - Curb Ramp Details		12	2	4	6	12											24	\$1,402
2.7.A.O - Driveway Details		14			4	24											28	\$1,308
2.7.A.Q - Traffic Control		1			4	4											8	\$428
2.7.C - Utilities																		
2.7.C.A - Utility Coordination and Documentation		1	1	1	4	2											8	\$509
2.7.H - Prepare C2 Cost Estimates and Update Milestones																		
2.7.H.A - Roadway/Interchange Costs		1	1	1	4	8											14	\$773
2.7.J - Maintenance of Traffic																		
2.7.J.B - Pedestrian/Bike Lane Detour		1		2	2	4											8	\$460
TOTAL - 2.7 - Stage 1 Design		6	14	34	72	0	0	0	0	0	0	0	0	0	0	0	126	\$6,956
2.8 - Project Management for Preliminary Engineering Phase																		
2.8.A - Meetings																		
			4	4													8	\$676
2.8.B - General Oversight																		
			4														4	\$360
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$1,036
Total - 2 Preliminary Engineering Phase		14	18	34	72	50	5	0	0	0	0	0	0	0	0	0	193	\$11,372
3 - Environmental Engineering Phase																		
3.3 - Stage2																		
3.3.A - Roadway																		
3.3.A.A - Title Sheet		1		1	1	4											6	\$318
3.3.A.B - Schematic		2		1	1	4											6	\$318
3.3.A.D - General Notes		2	1	2	2	4											9	\$550
3.3.A.E - Typical Sections		4		2	2	4											8	\$460
3.3.A.G- Plan and Profile - Mainline		14	2	6	24	60											92	\$4,806
3.3.A.L - Curb Ramps		12		4	4	10											18	\$1,008
3.3.C - Traffic Control																		
3.3.C.A - Pavement Marking Plan		14		2	4	8											14	\$762
3.3.C.B - Signing Plan		14		2	4	8											14	\$762
3.3.E - Maintenance of Traffic																		
3.3.E.A - MOT General Notes		2	1	1	2	4											8	\$471
3.3.E.C - Pedestrian/Bike Lane Detour - Plan Sheet		2		1	1	4											6	\$318
3.3.J - Utilities																		
3.3.J.A - Utility Coordination and Documentation		1	1	1	4	2											8	\$509
TOTAL 3.3 - Stage2		5	23	49	112	0	0	0	0	0	0	0	0	0	0	0	189	\$10,282
3.9 - Project Management for Environmental Engineering Phase																		
3.9.A - Meetings																		
			4	4													8	\$676
3.9.B - General Oversight																		
			4														4	\$360
TOTAL 3.9 - Project Management for Environmental Engineering Phase		8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$1,036
Total - 3 Environmental Engineering Phase		14	28	53	120	0	0	0	0	0	0	0	0	0	0	0	215	\$12,091

C-R-S		WOO-TR34-0.75		PROPOSAL LABOR SUMMARY													Version: July 2025	
Consultant:		American Structurepoint																
Agreement No.																		
Modification No.																		
PID No.		125526																
Proposal Date		5/11/2026																
Task Description	No. of Units	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Environmental Scientist	Staff Scientist	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT 13	CAT 14	CAT 15	Total		
																Hours	Cost	
4 - Final Engineering and R/W Phase																		
4.1 - Right of Way Acquisition																		
4.2 - Stage 3 Detailed Design Plans																		
4.2.A - Quantities and Notes																		
4.2.A.A - Pavement Subsummary	1		1	2	2												5	\$293
4.2.A.C - Roadway Subsummary	1		1	2	2												5	\$293
4.2.A.F - Pavement Marking Subsummary	1		1	2	2												5	\$293
4.2.A.G - Signing Subsummary	1		1	2	2												5	\$293
4.2.A.M - General Summary Sheet	2	1	1	2	4												8	\$471
4.2.A.P - General Notes	4	1	1	4	4												10	\$597
TOTAL 4.2 - Stage 3 Detailed Design Plans		2	6	14	16	0	0	0	0	0	0	0	0	0	0	0	38	\$2,240
4.3 - Prepare Cost Estimates and Revise Milestone																		
4.3.A - Roadway/Interchange Costs	1	1	2	4	4												11	\$676
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone		1	2	4	4	0	0	0	0	0	0	0	0	0	0	0	11	\$676
4.4 - Final Plan Package																		
4.4.A - Submission of Final Tracings and Documentation	1	1	1	4	4												10	\$597
4.4.B - Utility 4(A) Note	1		1														1	\$79
TOTAL 4.4 - Final Plan Package		1	2	4	4	0	0	0	0	0	0	0	0	0	0	0	11	\$676
4.5 - Project Management for Final Engineering and Right of Way Phase																		
4.5.A - Meetings		4	4														8	\$676
4.5.B - General Oversight		4															4	\$360
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase		8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$1,036
4.6 - Pre-Bid Activities																		
4.6.A - Pre-Bid Questions		1	4	8	8												21	\$1,262
TOTAL 4.6 - Pre-Bid Activities		1	4	8	8	0	0	0	0	0	0	0	0	0	0	0	21	\$1,262
TOTAL - Final Engineering Phase		13	18	30	32	0	0	0	0	0	0	0	0	0	0	0	93	\$5,890
5 - Construction Phase																		
5.1 - On-going Services during Construction																		
5.1.A - On-going Services During Construction		1	4	8	8												21	\$1,262
TOTAL 5.1 - On-going Services during Construction		1	4	8	8	0	0	0	0	0	0	0	0	0	0	0	21	\$1,262
TOTAL - Construction Phase		1	4	8	8	0	0	0	0	0	0	0	0	0	0	0	21	\$1,262
TOTAL AUTHORIZED PARTS		42	68	125	232	50	5	0	0	0	0	0	0	0	0	0	522	\$30,615
IF-AUTHORIZED TASKS:																		
Rule 513 Permit (3.1.O)																		
TOTAL IF-AUTHORIZED PARTS		0	0	0	0	10	22	0	0	0	0	0	0	0	0	0	32	\$1,432
GRAND TOTAL		42	68	125	232	60	27	0	0	0	0	0	0	0	0	0	554	\$32,047

C-R-S		WOO-TR34-0.75		PROPOSAL COST SUMMARY							Version: July 2025	
Consultant:	American Structurepoint											
Agreement No.	0			State Average Overhead Rate			160.80%					
Modification No.	0			Consultant Overhead Rate:			191.30%					
PID No.	125526			Cost of Money:			0.83%					
Proposal Date	5/11/2026			Net Fee Percentage:			11%					
		No. of Units	Average Hourly	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total	
Task Description			Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost	
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.2 - Perform Environmental Field Studies												
2.2.D - Regulated Materials Review Screening Form		0	\$61.45	55	\$3,380	\$6,466	\$28	\$0		\$970	\$10,844	
TOTAL 2.2 - Perform Environmental Field Studies		0	\$61.45	55	\$3,380	\$6,466	\$28	\$0	\$0	\$970	\$10,844	
2.3 - AER Design												
2.3.A - Field Survey and Aerial Mapping												
2.3.A - Field Survey and Aerial Mapping												
2.3.A - Field Survey and Aerial Mapping		0		0	\$0	\$0	\$0	\$0	\$63,875	\$0	\$63,875	
TOTAL 2.3 - AER Design		0		0	\$0	\$0	\$0	\$0	\$63,875	\$0	\$63,875	
2.7 - Stage 1 Design												
2.7.A - Roadway												
2.7.A.E - Typical Sections		2	\$56.17	12	\$674	\$1,289	\$6	\$0		\$193	\$2,162	
2.7.A.G - Plan and Profile - Mainline		1	\$58.42	24	\$1,402	\$2,682	\$12	\$0		\$402	\$4,498	
2.7.A.M - Curb Ramp Details		12	\$58.42	24	\$1,402	\$2,682	\$12	\$0		\$402	\$4,498	
2.7.A.O - Driveway Details		14	\$46.71	28	\$1,308	\$2,502	\$11	\$0		\$375	\$4,196	
2.7.A.Q - Traffic Control		1	\$53.50	8	\$428	\$819	\$4	\$0		\$123	\$1,373	
2.7.C - Utilities												
2.7.C.A - Utility Coordination and Documentation		1	\$63.63	8	\$509	\$974	\$4	\$0		\$146	\$1,633	
2.7.H - Prepare C2 Cost Estimates and Update Milestones												
2.7.H.A - Roadway/Interchange Costs		1	\$55.21	14	\$773	\$1,479	\$6	\$0		\$222	\$2,480	
2.7.J - Maintenance of Traffic												
2.7.J.B - Pedestrian/Bike Lane Detour		1	\$57.50	8	\$460	\$880	\$4	\$0		\$132	\$1,476	
TOTAL - 2.7 - Stage 1 Design		33	\$55.21	126	\$6,956	\$13,307	\$58	\$0	\$0	\$1,996	\$22,316	
2.8 - Project Management for Preliminary Engineering Phase												
2.8.A - Meetings		0	\$84.50	8	\$676	\$1,293	\$6	\$0		\$194	\$2,169	
2.8.B - General Oversight		0	\$90.00	4	\$360	\$689	\$3	\$0		\$103	\$1,155	
TOTAL 2.8 - Project Management for Preliminary Engineering Phase		0	\$86.33	12	\$1,036	\$1,982	\$9	\$0	\$0	\$297	\$3,324	
Total - 2 Preliminary Engineering Phase			\$58.92	193	\$11,372	\$21,755	\$94	\$0	\$63,875	\$3,262	\$100,358	
3 - Environmental Engineering Phase												
3.3 - Stage2												
3.3.A - Roadway												
3.3.A.A - Title Sheet		1	\$53.00	6	\$318	\$608	\$3	\$0		\$91	\$1,020	
3.3.A.B - Schematic		2	\$53.00	6	\$318	\$608	\$3	\$0		\$91	\$1,020	
3.3.A.D - General Notes		2	\$61.11	9	\$550	\$1,052	\$5	\$0		\$158	\$1,764	
3.3.A.E - Typical Sections		4	\$57.50	8	\$460	\$880	\$4	\$0		\$132	\$1,476	
3.3.A.G- Plan and Profile - Mainline		14	\$52.24	92	\$4,806	\$9,194	\$40	\$0		\$1,379	\$15,419	
3.3.A.L - Curb Ramps		12	\$56.00	18	\$1,008	\$1,928	\$8	\$0		\$289	\$3,234	
3.3.C - Traffic Control												
3.3.C.A - Pavement Marking Plan		14	\$54.43	14	\$762	\$1,458	\$6	\$0		\$219	\$2,445	
3.3.C.B - Signing Plan		14	\$54.43	14	\$762	\$1,458	\$6	\$0		\$219	\$2,445	
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes		2	\$58.88	8	\$471	\$901	\$4	\$0		\$135	\$1,511	
3.3.E.C - Pedestrian/Bike Lane Detour – Plan Sheet		2	\$53.00	6	\$318	\$608	\$3	\$0		\$91	\$1,020	
3.3.J - Utilities												
3.3.J.A - Utility Coordination and Documentation		1	\$63.63	8	\$509	\$974	\$4	\$0		\$146	\$1,633	
TOTAL 3.3 - Stage2		68	\$54.40	189	\$10,282	\$19,669	\$85	\$0	\$0	\$2,950	\$32,987	
3.9 - Project Management for Environmental Engineering Phase												
3.9.A - Meetings		0	\$84.50	8	\$676	\$1,293	\$6	\$0		\$194	\$2,169	
3.9.B - General Oversight		0	\$90.00	4	\$360	\$689	\$3	\$0		\$103	\$1,155	
TOTAL 3.9 - Project Management for Environmental Engineering Phase		0	\$86.33	12	\$1,036	\$1,982	\$9	\$0	\$0	\$297	\$3,324	
Total - 3 Environmental Engineering Phase		68	\$56.24	215	\$12,091	\$23,130	\$100	\$0	\$0	\$3,469	\$38,790	

C-R-S		WOO-TR34-0.75		PROPOSAL COST SUMMARY							Version: July 2025	
Consultant:	American Structurepoint											
Agreement No.	0			State Average Overhead Rate			160.80%					
Modification No.	0			Consultant Overhead Rate:			191.30%					
PID No.	125526			Cost of Money:			0.83%					
Proposal Date	5/11/2026			Net Fee Percentage:			11%					
Task Description	No. of Units	Average Hourly	Total	Labor	Overhead	Cost of	Direct	Subcon	Net	Total		
		Rate	Hours	Costs	Costs	Money	Costs	Costs	Fee	Cost		
4 - Final Engineering and R/W Phase												
4.1 - Right of Way Acquisition												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.A - Pavement Subsummary	1	\$58.60	5	\$293	\$561	\$2	\$0		\$84	\$940		
4.2.A.C - Roadway Subsummary	1	\$58.60	5	\$293	\$561	\$2	\$0		\$84	\$940		
4.2.A.F - Pavement Marking Subsummary	1	\$58.60	5	\$293	\$561	\$2	\$0		\$84	\$940		
4.2.A.G - Signing Subsummary	1	\$58.60	5	\$293	\$561	\$2	\$0		\$84	\$940		
4.2.A.M - General Summary Sheet	2	\$58.88	8	\$471	\$901	\$4	\$0		\$135	\$1,511		
4.2.A.P - General Notes	4	\$59.70	10	\$597	\$1,142	\$5	\$0		\$171	\$1,915		
TOTAL 4.2 - Stage 3 Detailed Design Plans	10	\$58.95	38	\$2,240	\$4,285	\$19	\$0	\$0	\$643	\$7,186		
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.A - Roadway/Interchange Costs	1	\$61.45	11	\$676	\$1,293	\$6	\$0		\$194	\$2,169		
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone	1	\$61.45	11	\$676	\$1,293	\$6	\$0	\$0	\$194	\$2,169		
4.4 - Final Plan Package												
4.4.A - Submission of Final Tracings and Documentation	1	\$59.70	10	\$597	\$1,142	\$5	\$0		\$171	\$1,915		
4.4.B - Utility 4(A) Note	1	\$79.00	1	\$79	\$151	\$1	\$0		\$23	\$253		
TOTAL 4.4 - Final Plan Package	2	\$61.45	11	\$676	\$1,293	\$6	\$0	\$0	\$194	\$2,169		
4.5 - Project Management for Final Engineering and Right of Way Phase												
4.5.A - Meetings	0	\$84.50	8	\$676	\$1,293	\$6	\$0		\$194	\$2,169		
4.5.B - General Oversight	0	\$90.00	4	\$360	\$689	\$3	\$0		\$103	\$1,155		
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase	0	\$86.33	12	\$1,036	\$1,982	\$9	\$0	\$0	\$297	\$3,324		
4.6 - Pre-Bid Activities												
4.6.A - Pre-Bid Questions	0	\$60.10	21	\$1,262	\$2,414	\$10	\$0		\$362	\$4,049		
TOTAL 4.6 - Pre-Bid Activities	0	\$60.10	21	\$1,262	\$2,414	\$10	\$0	\$0	\$362	\$4,049		
TOTAL - Final Engineering Phase	13	\$63.33	93	\$5,890	\$11,268	\$49	\$0	\$0	\$1,690	\$18,896		
5 - Construction Phase												
5.1 - On-going Services during Construction												
5.1.A - On-going Services During Construction	0	\$60.10	21	\$1,262	\$2,414	\$10	\$0		\$362	\$4,049		
TOTAL 5.1 - On-going Services during Construction	0	\$60.10	21	\$1,262	\$2,414	\$10	\$0	\$0	\$362	\$4,049		
TOTAL - Construction Phase	0	\$60.10	21	\$1,262	\$2,414	\$10	\$0	\$0	\$362	\$4,049		
TOTAL AUTHORIZED PARTS		\$58.65	522	\$30,615	\$58,566	\$254	\$0	\$63,875	\$8,783	\$162,093		
IF-AUTHORIZED TASKS:												
Rule 513 Permit (3.1.O)	0	\$44.75	32	\$1,432	\$2,739	\$12	\$0		\$411	\$4,594		
TOTAL IF-AUTHORIZED PARTS		\$44.75	32	\$1,432	\$2,739	\$12	\$0	\$0	\$411	\$4,594		
GRAND TOTAL		\$57.85	554	\$32,047	\$61,306	\$266	\$0	\$63,875	\$9,194	\$166,688		

C-R-S		WOO-TR34-0.75		DIRECT COSTS								Version: July 2025
Consultant:	American Structurepoint											
Agreement No.	0											
Modification No.	0											
PID No.	125526											
Proposal Date	5/11/2026											
Task Description	Unit Cost:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
AUTHORIZED TASKS:												
2 - Preliminary Engineering Phase												
2.2 - Perform Environmental Field Studies												
2.2.D - Regulated Materials Review Screening Form												
												\$0
TOTAL 2.2 - Perform Environmental Field Studies												0
2.3 - AER Design												
2.3.A - Field Survey and Aerial Mapping												
2.3.A - Field Survey and Aerial Mapping												
2.3.A - Field Survey and Aerial Mapping												
												\$0
TOTAL 2.3 - AER Design												0
2.7 - Stage 1 Design												
2.7.A - Roadway												
2.7.A.E - Typical Sections												
												\$0
2.7.A.G - Plan and Profile - Mainline												
												\$0
2.7.A.M - Curb Ramp Details												
												\$0
2.7.A.O - Driveway Details												
												\$0
2.7.A.Q - Traffic Control												
												\$0
2.7.C - Utilities												
2.7.C.A - Utility Coordination and Documentation												
												\$0
2.7.H - Prepare C2 Cost Estimates and Update Milestones												
												\$0
2.7.H.A - Roadway/Interchange Costs												
												\$0
2.7.J - Maintenance of Traffic												
												\$0
2.7.J.B - Pedestrian/Bike Lane Detour												
												\$0
TOTAL - 2.7 - Stage 1 Design												0
2.8 - Project Management for Preliminary Engineering Phase												
2.8.A - Meetings												
												\$0
2.8.B - General Oversight												
												\$0
TOTAL 2.8 - Project Management for Preliminary Engineering Phase												0
Total - 2 Preliminary Engineering Phase												0
3 - Environmental Engineering Phase												
3.3 - Stage2												
3.3.A - Roadway												
3.3.A.A - Title Sheet												
												\$0
3.3.A.B - Schematic												
												\$0
3.3.A.D - General Notes												
												\$0
3.3.A.E - Typical Sections												
												\$0
3.3.A.G- Plan and Profile - Mainline												
												\$0
3.3.A.L - Curb Ramps												
												\$0
3.3.C - Traffic Control												
3.3.C.A - Pavement Marking Plan												
												\$0
3.3.C.B - Signing Plan												
												\$0
3.3.E - Maintenance of Traffic												
3.3.E.A - MOT General Notes												
												\$0
3.3.E.C - Pedestrian/Bike Lane Detour – Plan Sheet												
												\$0
3.3.J - Utilities												
3.3.J.A - Utility Coordination and Documentation												
												\$0
TOTAL 3.3 - Stage2												0
3.9 - Project Management for Environmental Engineering Phase												
3.9.A - Meetings												
												\$0
3.9.B - General Oversight												
												\$0
TOTAL 3.9 - Project Management for Environmental Engineering Phase												0
Total - 3 Environmental Engineering Phase												0

C-R-S		WOO-TR34-0.75		DIRECT COSTS								Version: July 2025
Consultant:	American Structurepoint											
Agreement No.	0											
Modification No.	0											
PID No.	125526											
Proposal Date	5/11/2026											
Task Description	Unit Cost:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4 - Final Engineering and R/W Phase												
4.1 - Right of Way Acquisition												
4.2 - Stage 3 Detailed Design Plans												
4.2.A - Quantities and Notes												
4.2.A.A - Pavement Subsummary												
4.2.A.C - Roadway Subsummary												
4.2.A.F - Pavement Marking Subsummary												
4.2.A.G - Signing Subsummary												
4.2.A.M - General Summary Sheet												
4.2.A.P - General Notes												
TOTAL 4.2 - Stage 3 Detailed Design Plans												
4.3 - Prepare Cost Estimates and Revise Milestone												
4.3.A - Roadway/Interchange Costs												
TOTAL 4.3 - Prepare Cost Estimates and Revise Milestone												
4.4 - Final Plan Package												
4.4.A - Submission of Final Tracings and Documentation												
4.4.B - Utility 4(A) Note												
TOTAL 4.4 - Final Plan Package												
4.5 - Project Management for Final Engineering and Right of Way Phase												
4.5.A - Meetings												
4.5.B - General Oversight												
TOTAL 4.5 - Project Management for Final Engineering and Right of Way Phase												
4.6 - Pre-Bid Activities												
4.6.A - Pre-Bid Questions												
TOTAL 4.6 - Pre-Bid Activities												
TOTAL - Final Engineering Phase												
5 - Construction Phase												
5.1 - On-going Services during Construction												
5.1.A - On-going Services During Construction												
TOTAL 5.1 - On-going Services during Construction												
TOTAL - Construction Phase												
TOTAL AUTHORIZED PARTS												
IF-AUTHORIZED TASKS:												
Rule 513 Permit (3.1.O)												
TOTAL IF-AUTHORIZED PARTS												
GRAND TOTAL												

APPENDIX D – BOCKRATH SURVEY FEE PROPOSAL



April 30th, 2026

Kelsey Morton
American Structurepoint
600 Superior Avenue, Suite 2401
Cleveland, OH 44114

**Re: WOO-TR34-0.75 E. Broadway Street
(Village of North Baltimore - Sidewalks) PID 125526
Survey Services Price Proposal**

Kelsey,

Bockrath & Associates Engineering and Surveying, LLC is pleased to submit this proposal for surveying services with regard to your roadway project.

The following is the SURVEYOR'S Scope of Services for this project:

Field Survey

- Use ODOT standards (ORD Project)
- Include base mapping.
- Include R/W lines
- Survey Coverage area to include the Right-of-Way in the following area:
 - E. Broadway from Main Street through Rudolph Update Prior Survey and from Rudolph to Eagle Landing Neighborhood including entire R/W
 - At crossing streets to E Broadway/Eagleville Road in this area 75' at each street
 - Totaling approximately 6,100 linear feet of roadway
- Topographic cross sections:
 - Obtain full 50 foot sections on straight sections and 25 foot sections on curves ROW to ROW
 - Provide break-lines at face of curb, centerline, and edge of pavement
- Radius Returns:
 - Obtain elevations at PC, midpoint, and PT
 - Obtain elevations at the ramps (corners of each panel), and a minimum of five (5) full sidewalk panels beyond the intersection
- Cross Streets:
 - Survey obtained 75' from the PC for all cross streets
- Driveways:
 - Obtain elevations at the corners of each drive apron and the adjacent sidewalk panel where the apron meets existing walk

- Utilities:
 - Perform OUPS request for utility field markings
 - Pick up all visible and marked utilities in the field
 - Provide any record plans received from utility owners
- Structures:
 - Obtain top of casting for all structures (**revised to exclude invert elevations**)
 - Underground utilities (drainage, sanitary, gas, water, others as marked)
- Survey Parameters:
 - Provide survey control, benchmarks, and survey parameter note for plans
- Boundary:
 - Establish ROW and existing CL of ROW

1. Project Deliverables

- a. OpenRoads Designer Field Book Basemap File
- b. Survey Point List Data File
- c. Existing Surface Modeled within ORD Field Book Basemap File
- d. Any Field Measurements Taken
- e. OUPS Ticket and Results Information
- f. Copies of Courthouse Research Found
- g. Copies of Property Owner Notification Letters Sent

WORK EXCLUDED BY THE SURVEYOR

The following items are excluded and are not a part of this Agreement:

- 1. Detail Design Plans
- 2. Utility Structure Inverts**
- 3. Stream Crossing topography and cross sections**
- 4. Right-of-Way Plans
- 5. Geotechnical Analysis
- 6. Environmental Analysis
- 7. Cost Estimates
- 8. Construction Services

FEES OF THE SURVEYOR

I would propose to complete the above Engineering Services for a Not-to-Exceed fee as follows:

Survey **Total (See attached hour detail).....\$63,875**

Any additional surveying and engineering services beyond the above listed work shall be in addition to the fees listed herein at the hourly rates as listed in the Terms and Conditions of this agreement.

Prior to commencement of any work by this firm, please return one (1) copy of the signed agreement.

Feel free to contact me with any questions regarding this proposal.

Gregory A. Bockrath

Gregory A. Bockrath, P.E., P.S.
Bockrath & Associates Engineering & Surveying, LLC
Phone (419) 523-5789
Fax (419) 523-5799

ACCEPTED BY THE CLIENT:

Signature and Title

Date

The Terms and Conditions included in this letter are incorporated and made a part of this Agreement.

Bockrath Price Proposal Worksheet

Project Name: WOO-TR34-0.75 E. Broadway Street PID 125526 - Side

Complete By: GAB

Date: 4/30/2026

SURVEY DELIVERABLES			
Sheet Name	Qty of Sheets	Hours Per Sheet	Total Hours
Title Sheet			
Schematic Plan			
Typical Sections			
General Notes			
Maintenance of Traffic General Notes			
Maintenance of Traffic			
General Summary			
Subsummaries			
Calculations			
Project Site Plan			
Profile (Mainline)			
Plan & Profile (Side Roads, Ramps, etc.)			
Cross-Sections (Mainline)			
Cross-Sections (Side Roads, Ramps, etc.)			
Superelevation Tables			
Interchange Details			
Intersection Details			
Drive Details			
Storm Sewer Profiles			
Culvert Details			
Channel Details			
Channel Cross-Sections			
Drainage Details			
Retaining Walls (not assoc. w/ Structures)			
Sanitary Sewer			
Water Work			
Miscellaneous Details			
Traffic Control			
- Pavement Marking			
- Signing			
- Signals			
Lighting			
Landscaping			
Structure (20 Foot Span and Under)			
Structure (Over 20 Foot Span)			
- Site Plan			
- General Plan			
- General Notes			
- Estimated Quantities			
- Stage Construction Details			
- Foundation Plan			
- Abutment Details			
- Retaining Wall Details			
- Pier Details			
- Superstructure Details			
- Reinforcing Steel List			
Fence Plan			
Right-of-Way			
- Right-of-Way Legend Sheet			
- Centerline Plat			
- Property Map			
- Summary of Additional Right-of-Way			
- Detail Right-of-Way			
Soil Profile			

SURVEY	
Activity	Hours Per Activity
2.3.A - Field Survey and Aerial Mapping	
2.3.A.A - Project Control, Benchmarks, and Reference Points	24
2.3.A.B - Monumentation recovery & records research	40
2.3.A.C - Base Mapping (incl. field verify.)	140
2.3.A.F - Establish property lines, tax id, & ownerships on base map	85

MISCELLANEOUS	
Activity	Hours Per Activity
Utility Coordination / Review	40
Cost Estimates	
Hydraulics & Hydrology Report	
QA/QC/Deliverable Review	26
Meetings	10

AVERAGE			
	HOURS	RATE	TOTAL
SURVEY TOTAL	289	\$175	\$50,575
DELIVERABLE PREP TOTAL	0	\$175	\$0
MISCELLANEOUS TOTAL	76	\$175	\$13,300
GRAND TOTAL =			\$63,875

APPENDIX E – EJCDC AGREEMENT

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between Village of North Baltimore, Ohio ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: WOO-TR34-0.75 E. Broadway Walks (Village of North Baltimore), PID 125526 ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's fee proposal dated May 11, 2026 ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, **as outlined below in Part 5.01.R.**

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

V. 4-2024

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2026.00095

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2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of \$162,093.
 - 2. And "If-Authorized" an additional lump sum amount of \$4,594
 - 3. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- B. Reimbursable expenses will be invoiced separately at 1.1 times their direct cost.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer ~~an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.~~ **a fee to be negotiated at the time such Additional Services are requested.**

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.i.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

V. 4-2024

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2026.00095

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2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the receipt of notice of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or 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. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with

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laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for

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or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.**
- O. **If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents**

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differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the Contract Documents. Design and certification of manufactured items that are not specifically designed and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit, and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.

- P. The Engineer will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Engineer's duty to incorporate the design requirements of governmental authorities into the Construction Documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the Construction Documents, but Engineer shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the Construction Documents or new and different design requirements that are adopted after completion of the Construction Documents.
- Q. Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, Engineer has no control over or ability to influence the governmental review process and the time required to complete the process and Engineer shall have no liability for loss, costs or damages sustained or incurred by Owner as a result of delays or extended time required for any governmental review process.
- R. If the Project or the Engineer's services are suspended by the Owner for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Owner shall compensate the Engineer for expenses incurred as a result of the suspension and resumption of its services, and the Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Engineer's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Engineer may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Owner.

If the Owner is in breach of the payment terms or otherwise is in material breach of this Agreement, the Engineer may suspend performance of services upon seven (7) calendar days' notice to the Owner. The Engineer shall have no liability to the Owner, and the Owner agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Owner. Upon receipt of payment in full of all outstanding sums due from the Owner, or curing of such other breach which caused the Engineer to suspend services, the Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner’s work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Engineer’s Proposal Letter dated May 11, 2026

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Village of North Baltimore, Ohio

Engineer: American Structurepoint, Inc.

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

Signed by:
 By: Ed Kagel
 Print name: Ed Kagel
 Title: Vice President
 Date Signed: 5/11/2026

Engineer License or Firm's Certificate No. (if required):

State of: Ohio

Address for Owner’s receipt of notices:
Josh Bender
205 N. Main Street
North Baltimore, Ohio 45872

Address for Engineer’s receipt of notices:
Cash E. Canfield
600 Superior Avenue East, Suite 2401
Cleveland, Ohio 44114