

RESOLUTION NO. 22-2025

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND FISHBECK FOR THE 2025 WATER MAIN REPLACEMENT PROJECTS LOCATED ON NORTH GARVER ROAD AND NORTHWESTERN AVENUE.

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

SECTION 1: The City Manager is hereby authorized to enter into a professional engineering agreement by and between the City of Monroe and Fishbeck for the 2025 Water Main Replacement Projects located on North Garver Road and Northwestern Avenue. The terms and conditions of said agreement are marked Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: March 25, 2025

ATTEST:

APPROVED:



Clerk of Council



Mayor

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

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



Clerk of Council
City of Monroe, Ohio

March 3, 2025

Gary Morton
Director of Public Works
City of Monroe
1000 Holman Avenue
Monroe, OH 45050

Proposal for Professional Services
Monroe, Ohio – North Garver Road Water Main Design

Fishbeck is pleased to provide the City of Monroe with this proposal to perform topographic surveying, and detailed design engineering services for the North Garver Road Water Main Project. This proposal presents our understanding of the Project, the scope of our professional services, assumptions, our fees for these services, and the anticipated Project schedule.

Statement of Understanding

The Project includes replacement of approximately 3,600 linear feet of 8-inch water main with new 12-inch water main, valves, fire hydrants, water services (including copper service lines and curb stops), water main interconnections and other appropriate appurtenances, including abandonment of the existing 8-inch water mains in place. The Project also includes drainage improvements on the west side of North Garver Road from New Garver Road to Millers Creek

It is Fishbeck's understanding that the proposed water mains will be located within the southbound lane of North Garver Road from Deenan Avenue to SR 63. Service connections will be installed from the proposed water main to make connection to the existing service lines at the closest proximity to the proposed water main. Based on the proposed water main and service locations described herein, it is understood one easement may be required between the south end of North Garver Road and SR 63. If an easement is not required, Fishbeck will non-perform this scope item.

Scope of Services

Based on our understanding of the Project, Fishbeck offers the following scope of professional engineering services for design of the North Garver Road Water Main Replacement Project.

1. Project Kickoff Meeting.
 - a. Meet with City representatives to review the Project scope, schedule, and budget.
 - b. Discuss the initiation of the topographical survey and geotechnical investigation.
 - c. Discuss traffic control and public notification requirements for field activities.
2. Topographic Survey.
 - a. Contact Ohio Utilities Protection Services (OUPS) to mark buried utilities and obtain plans, as well as locate marked utilities and features which may conflict with construction of the proposed work.
 - b. Conduct property owner research then prepare, label, and mail notification letters.

- c. Establish horizontal and vertical control points to be used for topographic survey, as well as to be utilized during construction.
 - d. Recovery of right-of-way (ROW) and property line monuments and resolution.
 - e. Conduct courthouse research to obtain plats and surveys to aid in ROW/property line resolution.
 - f. Provide full topographic survey along the following route:
 - 1) North Garver Road from SR 63 to Millers Creek. Lateral limits are the right-of-way width plus an additional 10 feet outside of the right-of-way or approximately 80 feet.
 - g. Prepare an AutoCAD base map containing all existing conditions surveyed including resolved utilities.
 - h. Conduct field check of topographic survey and obtain elevations of tops of manholes and catch basins, and invert elevations of pipes connected to surveyed structures.
3. Detailed Design.
- a. Develop detailed design construction plans and specifications for water main replacement in the following areas:
 - 1) On North Garver Road from State Route 63 to Deneen Avenue, approximately 3,600 feet of water main replacement. Side road main line tie-ins will be accounted for as well as services replaced to the curb stop. Trench restoration will be specified.
 - b. Develop detailed design construction plans and specifications for drainage improvements in the following area:
 - 1) On North Garver Road from New Garver Road to Millers Creek, approximately 3,600 feet drainage improvements on the west side of the road.
 - c. Perform basic utility coordination through the survey and design process, by contacting OUPS and requesting utility markings and existing plans. Design submittals will also be sent to utility contacts within the Project corridor for utility review and verification.
 - d. Prepare the Project Manual that will contain Fishbeck standard front-end EJCDC Bidding Documents and CSI format Technical Specifications.
 - e. We anticipate providing the following deliverables/intervals: Title Sheet, Typical Sections, General Notes, General Summary, Plan and Profile Sheets, Fishbeck standard formatted front-end bidding documents/technical specifications (Project Manual) and an estimate of probable construction cost.
 - 1) 50% Design Completion.
 - 2) 100% Design Completion.
 - f. Assist the City in obtaining required permits by preparing forms for the City to submit to regulatory agencies and determining fees for agency reviews (the City will be responsible for permit fees). An OEPA Water Supply Data Sheet is not anticipated for this Project.
4. Bidding Phase Services (If Authorized).
- a. Assist the City with advertisement for bids. The City will pay the cost of advertising in the local news publication.
 - b. Notify Reporting Agencies and potential bidders of the advertisement for bids and distribute as necessary.
 - c. Utilize local printing firm to publish and distribute bidding documents to Reporting Agencies and potential bidders.
 - d. Maintain a list of prospective bidders and plan holders.
 - e. Respond to bidders' questions and issue addenda as necessary.
 - f. Attend the bid opening.
 - g. Review bids, prepare and distribute bid tabulation.
 - h. Recommend award of the construction contract.

5. Construction Administration Services (If Authorized).
 - a. Support the City with preparation and execution of the construction contract following City requirements.
 - b. Schedule and conduct a pre-construction meeting and review Contractor's submittal of the construction schedule for execution of the Work and completion dates. We have assumed a construction duration of no more than six months.
 - c. Review up to ten Contractor submittals for adherence to the Project specifications. These submittals will include the Project Schedule, Schedule of Values, shop drawings, and O&M Manuals.
 - d. Respond to up to five Contractor's Requests for Information and two Requests for Change Order as necessary.
 - e. Review Contractor payment requests based on the accepted Progress Schedule, Schedule of Values, and actual progress of the work. Process up to six payment requests in accordance with Owner requirements.
 - f. Provide punch list and final completion inspections, determine substantial and final completion of the work and issue appropriate certifications.
 - g. Prepare Record Drawings from the Contractor's documentation of changes during the construction phase of the Project and provide the City with hard copy drawings and electronic files.
6. Assumptions.
 - a. We have included a fee for two staff members to attend two design-phase meetings (Kickoff Meeting, and 50% Design Review Meeting).
 - b. Coordination with ODOT for the connection at State Route 63 will not be required as the City of Monroe has jurisdiction of the ROW in this area.
 - c. The City will oversee the construction operations. Fishbeck's construction phase services will be limited to the efforts described herein.

Professional Services Fees

Fishbeck proposes to provide the above-described Design Phase professional engineering services for a not-to-exceed fee of One Hundred Twelve Thousand Two Hundred Dollars (\$112,200). If authorized, Bidding Phase and Construction Administration Phase Services will be added by amendment. Invoices will be submitted monthly based on the time and expenses incurred, and payment is due upon receipt. If Fishbeck finds that the required scope of services differs from that proposed, we will notify you immediately of any appropriate amendment to the scope and fee. Below is a tabulation of the anticipated services by phase.

Design Phase	\$109,000
Easement Preparation	<u>\$3,200</u>
Total	\$112,200
Bidding Phase (If Authorized)	\$4,900
Construction Administration Phase (If Authorized)	\$15,500

Schedule

Fishbeck is available to begin performing services for this Project immediately upon receiving authorization to proceed. Fishbeck will meet the following Project milestones:

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 513.247.8581 or dabrown@fishbeck.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Dane B.", with a stylized flourish at the end.

Dane A. Brown, PE

Senior Water and Wastewater Engineer

By email

Professional Services Agreement

PROJECT NAME: North Garver Road Water Main Design
PROJECT LOCATION: Monroe, Ohio
FISHBECK CONTACT: Dane A. Brown, PE
CLIENT CONTACT: Gary Morton, Director of Public Works
CLIENT: City of Monroe, 1000 Holman Drive, Monroe, OH 45036

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional engineering services as described in Fishbeck's Letter Proposal dated March 3, 2025.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: March 3, 2025
- ☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates Plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: One Hundred Twelve Thousand Two Hundred Dollars (\$112,200).

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Monroe

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services

March 3, 2025

Gary Morton
Director of Public Works
City of Monroe
1000 Holman Avenue
Monroe, OH 45050

Proposal for Professional Services
Monroe, Ohio – Northwestern Avenue Water Main Design

Fishbeck is pleased to provide the City of Monroe this proposal to perform topographic surveying, and detailed design engineering services for the Northwestern Avenue Water Main Project. This proposal presents our understanding of the Project, the scope of our professional services, assumptions, our fees for these services, and the anticipated Project schedule.

Statement of Understanding

The Project includes replacement of approximately 1,850 linear feet of 6-inch water main with new 8-inch water main, valves, fire hydrants, water services (including copper service lines and curb stops), water main interconnections and other appropriate appurtenances, including abandonment of the existing 8-inch water mains in place. The Project will be completed in two phases. Phase 1 includes replacement of 1000 linear feet of water main on Northwestern Avenue between Indiana Avenue and the west part of Maumee Drive, adding Muskingum Circle as an alternate. Phase 2 includes replacement of 850 linear feet of water main from the Maumee Drive intersection to the Northwestern Avenue cul-de-sac.

It is Fishbeck's understanding that the proposed water mains will be located within the right-of-way (ROW) of Northwestern Avenue. Service connections will be installed from the proposed water main to make connection to the existing service lines at the closest proximity to the proposed water main. Based on the proposed water main and service locations described herein, it is understood easements will not be required for this Project.

Scope of Services

Based on our understanding of the Project, Fishbeck offers the following scope of professional engineering services for design of the Northwestern Avenue Water Main Replacement Project.

1. Project Kickoff Meeting.
 - a. Meet with City representatives to review the Project scope, schedule, and budget.
 - b. Discuss the initiation of the topographical survey and geotechnical investigation.
 - c. Discuss traffic control and public notification requirements for field activities.
2. Topographic Survey.
 - a. Contact Ohio Utilities Protection Services (OUPS) to mark buried utilities and obtain plans, as well as locate marked utilities and features which may conflict with construction of the proposed work.
 - b. Conduct property owner research then prepare, label, and mail notification letters.

- c. Establish horizontal and vertical control points to be used for topographic survey, as well as to be utilized during construction.
 - d. Recovery of ROW and property line monuments and resolution.
 - e. Conduct courthouse research to obtain plats and surveys to aid in ROW/property line resolution.
 - f. Provide full topographic survey along the following route:
 - 1) Northwestern Avenue from Indiana Avenue to the Northwestern Avenue cul-de-sac. Lateral limits are the ROW width plus an additional 10 feet outside of the ROW, or approximately 60 feet.
 - 2) Muskingum Circle from Northwestern Avenue to the Muskingum Circle cul-de-sac. Lateral limits are the ROW width plus an additional 10 feet outside of the ROW, or approximately 60 feet.
 - g. Prepare an AutoCAD base map containing all existing conditions surveyed including resolved utilities.
 - h. Conduct field check of topographic survey and obtain elevations of tops of manholes and catch basins, and invert elevations of pipes connected to surveyed structures.
3. Detailed Design.
- a. Develop detailed design construction plans and specifications for water main replacement in the following areas:
 - 1) On Northwestern Avenue and Muskingum Circle, approximately 1,850 feet of water main replacement. Side road main line tie-ins will be accounted for as well as services replaced to the curb stop. Trench restoration will be specified.
 - b. Perform basic utility coordination through the survey and design process, by contacting OUPS and requesting utility markings and existing plans. Design submittals will also be sent to utility contacts within the Project corridor for utility review and verification.
 - c. Prepare the Project Manual that will contain Fishbeck standard front-end EJCDC Bidding Documents and CSI format Technical Specifications.
 - d. We anticipate providing the following deliverables/intervals: Title Sheet, Typical Sections, General Notes, General Summary, Plan and Profile Sheets, Fishbeck standard formatted front-end bidding documents/technical specifications (Project Manual) and an estimate of probable construction cost.
 - 1) 50% Design Completion.
 - 2) 100% Design Completion.
 - e. Assist the City in obtaining required permits by preparing forms for the City to submit to regulatory agencies and determining fees for agency reviews (the City will be responsible for permit fees). An OEPA Water Supply Data Sheet is not anticipated for this Project.
4. Bidding Phase Services (If Authorized).
- a. Assist the City with advertisement for bids. The City will pay the cost of advertising in the local news publication.
 - b. Notify Reporting Agencies and potential bidders of the advertisement for bids and distribute as necessary.
 - c. Utilize local printing firm to publish and distribute bidding documents to Reporting Agencies and potential bidders.
 - d. Maintain a list of prospective bidders and plan holders.
 - e. Respond to bidders' questions and issue addenda as necessary.
 - f. Attend the bid opening.
 - g. Review bids, prepare and distribute bid tabulation.
 - h. Recommend award of the construction contract.
5. Construction Administration Services (If Authorized).
- a. Support the City with preparation and execution of the construction contract following City requirements.

- b. Schedule and conduct a pre-construction meeting and review Contractor's submittal of the construction schedule for execution of the Work and completion dates. We have assumed a construction duration of no more than six months.
 - c. Review up to ten Contractor submittals for adherence to the Project specifications. These submittals will include the Project Schedule, Schedule of Values, shop drawings, and O&M Manuals.
 - d. Respond to up to five Contractor's Requests for Information and two Requests for Change Order as necessary.
 - e. Review Contractor payment requests based on the accepted Progress Schedule, Schedule of Values, and actual progress of the work. Process up to six payment requests in accordance with Owner requirements.
 - f. Provide punch list and final completion inspections, determine substantial and final completion of the work and issue appropriate certifications.
 - g. Prepare Record Drawings from the Contractor's documentation of changes during the construction phase of the Project and provide the City with hard copy drawings and electronic files.
6. Assumptions.
 - a. We have included a fee for two staff members to attend two design-phase meetings (Kickoff Meeting, and 50% Design Review Meeting).
 - b. Coordination with ODOT for the connection at State Route 63 will not be required as the City of Monroe has jurisdiction of the ROW in this area.
 - c. The City will oversee the construction operations. Fishbeck's construction phase services will be limited to the efforts described herein.

Professional Services Fees

Fishbeck proposes to provide the above-described Design Phase professional engineering services for a not-to-exceed fee of Fifty-Two Thousand Nine Hundred Dollars (\$52,900). If authorized, Bidding Phase and Construction Administration Phase Services will be added by amendment. Invoices will be submitted monthly based on the time and expenses incurred, and payment is due upon receipt. If Fishbeck finds that the required scope of services differs from that proposed, we will notify you immediately of any appropriate amendment to the scope and fee. Below is a tabulation of the anticipated services by phase.

Design Phase	\$52,900
Bidding Phase (If Authorized)	\$4,900
Construction Administration Phase (If Authorized)	\$11,400

Schedule

Fishbeck is available to begin performing services for this Project immediately upon receiving authorization to proceed.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to Dawn M. Smith (dmsmith@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

Gary Morton, Director of Public Works
March 3, 2025

Fishbeck | Page 4

If you have any questions or require additional information, please contact me at 513.247.8581 or dabrown@fishbeck.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Dane B." with a stylized flourish at the end.

Dane A. Brown, PE
Senior Water and Wastewater Engineer
By email

Professional Services Agreement

PROJECT NAME: Northwestern Avenue Water Main Design
PROJECT LOCATION: Monroe, Ohio
FISHBECK CONTACT: Dane A. Brown, PE
CLIENT CONTACT: Gary Morton, Director of Public Works
CLIENT: City of Monroe, 1000 Holman Drive, Monroe, OH 45036

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Professional engineering services as described in Fishbeck's Letter Proposal dated March 3, 2025.

AGREEMENT. The Agreement consists of this page and the documents that are checked:

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: March 3, 2025
- ☐ Other:

METHOD OF COMPENSATION:

- ☐ Lump Sum for Defined Scope of Services
- ☒ Hourly Billing Rates Plus Reimbursable Expenses
- ☐ Other:

Budget for Above Scope of Services: Seventy-Six Thousand One Hundred Dollars (\$52,900).

ADDITIONAL PROVISIONS (IF ANY):

APPROVED FOR:

City of Monroe

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE: _____

NAME: Joshua Mihelcic, PE, PS

TITLE: Vice President

DATE: March 3, 2025

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
- Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.
- Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.
14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. **OWNERSHIP OF WORK PRODUCT.** Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. **ELECTRONIC MEDIA.** Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. **GENERAL CONSIDERATIONS.** Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services