

ORDINANCE 2024-13

AN ORDINANCE AUTHORIZING VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KLEINFELDER FOR ENGINEERING SERVICES FOR CRESTWOOD DRIVE RECONSTRUCTION; AND DECLARING AN EMERGENCY

WHEREAS, the Village of Swanton desires reconstruction of Crestwood Drive;

WHEREAS, the Village of Swanton desires to enter into an agreement with Kleinfelder in the form of Client Professional Services Agreement to perform engineering services attached hereto as "Appendix A".

NOW THEREFORE BE IT RESOLVED, by the Council of the Village of Swanton, Fulton County, Ohio, three-fourths of the members elected thereto concurring and as follows:

Section One. That the Village Administrator, is hereby authorized and directed to enter into an agreement with Kleinfelder for the preliminary engineering work including but not limited to preliminary investigation, design, bidding documents, construction observation related to the Crestwood Drive project

Section Two. That the sum, not to exceed \$65,000 is hereby appropriated from Street Construction, Maintenance, & Repair Fund for the Crestwood Drive project along with the Ohio Public Works Commission OPWC loan application that was approved in 2023, to pay the cost thereof.

Section Three. That it is found and determined that all formal actions of this Village Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Village Council, and that all deliberations of this Village Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section Four. That for the reason that the agreement is immediately necessary in order for said projects to be proceed in a timely fashion and be properly funded, this Ordinance is declared to be an emergency measure, immediately necessary for the preservation of the public peace, property, health, safety and welfare of said Village of Swanton.

Motion to Suspend the Rules

Moved: Kania

Second: Schmidt

YEAS: 6

NAYS: 0

Vote on Passage

Moved: Kania

Second: Messenger

YEAS: 6

NAYS: 0

Date of Passage: October 15, 2024

  
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Neil Toeppe, Mayor

Attest:

I, Holden Benfield, Fiscal Officer of the Village of Swanton, do hereby certify that this is a true and accurate copy of Ordinance 2024-13, passed on October 15, 2024

  
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Holden Benfield, Fiscal Officer



September 5, 2024

**Appendix A**

Ms. Shannon Shulters  
Village Administrator  
Village of Swanton, Ohio  
219 Chestnut Street  
Swanton, Ohio 43558

Re: Crestwood Drive Reconstruction  
Village of Swanton, Ohio  
MWPG0265

Dear Ms. Shulters,

As we discussed in previous correspondence, Kleinfelder, Inc. proposes to provide professional engineering services to assist the Village (Owner) with Crestwood Drive Reconstruction (hereinafter referred to as the "project"), located at Crestwood Drive, Swanton, Ohio 43558.

The Village shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed. In addition, the Village will provide all pertinent existing data related to this project to Kleinfelder.

**Project Understanding:**

- Ohio Public Works Commission has funded the project as set forth in the attached application.
- The entirety of Crestwood Drive is in need of reconstruction due to failing pavement. Improvements will consist of new asphalt pavement, concrete curb and gutter, storm sewer improvements, and the installation of a new 8-inch water main to replace the existing 6-inch water main.

**Scope of Services:**

- Design
  - Obtain standard details, specifications, and construction standards from the Village.
  - Develop a project schedule that follows the OPWC Application for this project.
  - Topographic and utility structure survey of project area and preliminary engineering including stationing.
  - Contact with OUPS and utility owners for location of existing utilities and coordination of these utilities in the design plans.
  - Prepare detailed design plans, calculations, and specifications acceptable to the Village.
  - Prepare construction cost estimates.
  - Provide value engineering solutions.



- **Bidding**
  - Assist the Village in the preparation of pre-construction related documents including, construction contracts, technical specifications, and bidding proposal.
  - Provide a bid advertisement.
  - Via an online planroom service, provide prospective bidders with all necessary construction-related documents and maintain a record of prospective bidders to whom documents have been issued
  - Issue addenda as needed and answer bidding questions
  - Attend the bid opening meeting
  - Review submitted bids for conformance to requirements.
  - Recommend contractor for award of contract, if able.
  - If awarded, assist the Village with composition of executory construction contract and related specification documents.

**Excluded Services:**

- Construction staking/layout.
- Permitting coordination.
- Material testing.
- Advertising.
- Printing or mailing.
- Geotechnical engineering services.

**Unauthorized Services**

The following services are not authorized as a part of this contract unless amended into the scope in writing. Current price estimates of these services are provided and are subject to change if and when an amendment to the contract is executed.

- Construction observation services. (\$48,000.00, if authorized)
- Construction administration & engineering services. (\$10,000.00, if authorized.)

Kleinfelder proposes to complete these services on a time and materials basis not to exceed a fee of **\$65,000.00.**

Kleinfelder will complete these design services within fourteen (14) months following execution of this agreement.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and the services that our firm will provide, please contact our office as soon as possible. If work activities are required which are not included in the basic services described above, Kleinfelder can provide these based on its current hourly rate schedule.



If the Village has a budgetary limit for this project, please provide this in writing, so that the project can be designed within those limitations.

If there are any questions or you need additional information, please do not hesitate to contact this office.

Sincerely,

Kleinfelder, Inc.

A handwritten signature in black ink, appearing to read "Robert Desmond".

Robert Desmond, P.E.  
Transportation Department Manager

# CLIENT PROFESSIONAL SERVICES AGREEMENT

Crestwood Drive Reconstruction  
Village of Swanton, Ohio  
MWPG0265

This Agreement is made on: October 16, 2024

**Between** The Village of Swanton, Ohio with offices at 219 Chestnut Street, Swanton, Ohio 43558  
(Client)

**And** Kleinfelder, Inc. with offices at 1168 North Main Street, Bowling Green, Ohio 43402  
(Kleinfelder).

## Recitals

- A. Client wishes to appoint Kleinfelder to provide certain services (the **Services**, as defined below) required by Client or Client's agreement with the Owner on the terms and conditions contained in this Agreement.
- B. Kleinfelder has agreed to perform the Services on the terms and conditions contained in this Agreement.

Now it is agreed as follows:

## 1. CONTENTS OF AGREEMENT

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- 1.1 The parties agree that the documents listed in 1.1(a) through (d) constitute the "**Contract Documents**" of this Agreement. To establish obligations and resolve ambiguities among the Contract Documents, the following order of precedence will prevail:
  - (a) first, amendments and Change Orders issued in accordance with this Agreement;
  - (b) second, Kleinfelder's Proposal, dated September 5, 2025, which Client acknowledges receipt and confirms understanding of, and agreement with the contents thereof, in full (Appendix A);
  - (c) third, this Agreement; and
- 1.2 To the extent of any inconsistency between this Agreement and any Prime Agreement, the provisions of this Agreement will always prevail.
- 1.3 Any pre-printed terms and conditions on forms used by either party in the administration of this Agreement are void and do not supplement or replace the terms and conditions of the Contract Documents of this Agreement.

## 2. APPOINTMENT AND SCOPE OF SERVICES

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- 2.1 Kleinfelder shall perform the services set forth in its Proposal attached hereto as Appendix A, and such additional services as Kleinfelder and Client jointly agree in writing (collectively, **Services**). The Proposal also shall specify Client's project for which the Services will be performed (**Project**), the location of Client's Project for providing the Services (**Site**), the time period for performance, the agreed fees and additional provisions, if any, applicable to such Services. The Services, including any additions and modifications, shall be performed in accordance with this Agreement.
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### **3. STANDARD OF CARE**

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- 3.1 Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided.
- 3.2 Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or Instrument of Service provided pursuant to this Agreement.
- 3.3 Kleinfelder will not be responsible for constant or exhaustive inspection of the work, for the means, methods, techniques sequences or procedures of construction, or for the safety procedures employed by any party other than its own employees, subconsultants and subcontractors.
- 3.4 No level of assessment can conclusively determine whether a property or its structures are completely free of geotechnical hazards or hazardous substances (including but not limited to mold). Client represents that it has carefully reviewed the limitations described in the Proposal.
- 3.5 Even with diligent observation, some defects, deficiencies, or omissions may occur. Before exercising any other remedy for any alleged breach by Kleinfelder of this Agreement, Client will direct Kleinfelder in writing to re-perform any defective Services within twelve (12) months after completion of the Services.
- 3.6 Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide such certifications. Such certifications are statements of professional opinion only.

### **4. KLEINFELDER'S RESPONSIBILITIES**

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- 4.1 Kleinfelder will perform the Services as an independent contractor and not as an agent or employee of Client. Nothing in this Agreement creates any special relationship or fiduciary duty.
- 4.2 Kleinfelder will, as reasonably directed by Client or its authorized agent:
  - (a) provide qualified staff to perform the Services;
  - (b) maintain records of Project activities and costs for no more than three years from its completion of the Services;
  - (c) coordinate to the extent reasonably possible with Client's employees, contractors, consultants so as not to impede the progress of the Project; and
  - (d) require its personnel to maintain a safe, clean and orderly work environment.

### **5. TERM AND TERMINATION**

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- 5.1 This Agreement will commence on the date of its execution, except as to any Services authorized by Client and performed by Kleinfelder beforehand. All Services shall be fully completed no later than October 31, 2025, unless earlier terminated by either party or extended by the parties' mutual written agreement.
  - 5.2 Either party may terminate this Agreement at any time by providing ten (10) days' written notice to the other.
  - 5.3 Within fifteen (15) days from termination Client will pay Kleinfelder on demand for all Services rendered and costs incurred through to the date of any termination and for all reasonable costs and expenses incurred by Kleinfelder in effecting the termination, including, without limitation, non-cancellable commitments, fixed cost components and other demobilization costs.
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## 6. COMPENSATION

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- 6.1 Kleinfelder will perform the Services in exchange for the following compensation:
- Client will pay on a **time and material basis not to exceed** the sum of \$65,000.00. Kleinfelder will invoice according to its fee schedule attached to the Proposal or attached hereto at Appendix A up to the stated limit. Upon reaching the stated limit, Kleinfelder will stop performing unless Client authorizes further work and funding in writing.
- 6.2 Client agrees to provide any special invoicing requirements to Kleinfelder in advance of signing this Agreement, to which additional charges may apply.
- 6.3 The proposed fees set forth in this Agreement shall be open for acceptance for ninety (90) days from the above date. If the Agreement is signed after that date, the proposed fees may be adjusted prior to commencement of Services. The hourly rates charged for Kleinfelder's Services are adjusted annually reflect changes in the various elements that comprise such hourly rates. All adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by Kleinfelder and consistent with Kleinfelder's overall compensation practices and procedures. Kleinfelder reserves the right to periodically adjust its fee schedule.
- 6.4 Kleinfelder will generally submit its invoices to Client on a monthly basis. Client must pay all invoices within thirty (30) days from the date of invoice, with interest at the rate of one and one-half percent (1 1/2 %) per month payable on all outstanding payments. Interest on all outstanding payments will be charged from the initial date of invoice.
- 6.5 Kleinfelder may suspend performance of Services under this Agreement until it has been paid in full for all outstanding payments, including interest charges.
- 6.6 Kleinfelder will be entitled to recover from Client on demand all expenses incurred (including all legal costs and expenses) in recovering any outstanding payments from Client.
- 6.7 All travel will be invoiced at cost and reimbursed by Client. All travel required under this Agreement is subject to the terms, conditions and applicable rates set forth in the U.S. Federal Travel Regulations.

## 7. INSURANCE

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- 7.1 Kleinfelder will maintain during the term of this Agreement worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage.
- 7.2 Client will maintain during the term of this Agreement adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that failure to comply with this clause will invalidate any indemnify provided by Kleinfelder under clause 12.1.

## 8. CHANGES TO SCOPE OF SERVICES

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- 8.1 Client or Kleinfelder may request to modify the scope of Services, whereon both parties agree to negotiate in good faith and execute a written Change Order. A **Change Order** is an amendment to this Agreement that modifies the Services and specifies the following:
- (a) a change in the terms and conditions of Services;
  - (b) an adjustment in the schedule for performance; and
  - (c) the amount of adjustment in Kleinfelder's compensation.
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- 8.2 Kleinfelder will treat as a Change Order any written or oral Client order (including directions, instructions, interpretations, or determinations) which request changes in the Services. Kleinfelder will give Client written notice within a reasonable time of any resulting adjustment in the schedule and compensation. Unless Client objects in writing within 5 business days, the proposed terms of the Change Order with the adjustment in the schedule and price shall become a part of this Agreement.
- 8.3 If Client and Kleinfelder cannot agree upon an equitable adjustment in the schedule and compensation, and Kleinfelder does not sign the Change Order, the disagreement shall be treated as a Dispute under clause 18.

## 9. FORCE MAJEURE

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- 9.1 Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, delays resulting from actions or inactions of Client or third parties, Site inaccessibility or inability of others to obtain material, labor, equipment, or transportation.
- 9.2 Should any of the preceding circumstances occur, then the date for completion or any other milestone date shall be adjusted for the delay in accordance with clause 8, provided Kleinfelder reports the delay to Client within a reasonable time of discovery.

## 10. INSTRUMENTS OF SERVICE

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- 10.1 All data, reports, drawings, plans, or other documents (or copies) provided to Kleinfelder by Client for the purposes of this Agreement will, at Client's written request, be returned upon completion of the Services and payment in full for all Services rendered. Client agrees that Kleinfelder may retain one copy of all such documents.
- 10.2 Client agrees:
- (a) all reports, drawings, plans, documents, software, source code, object code, boring logs, field data, field notes, calculations, estimates, laboratory test data and other similar data, documents and work products (or copies thereof) in any form prepared by Kleinfelder pursuant to this Agreement are instruments of service (**Instruments of Service**), not products;
  - (b) Kleinfelder will retain exclusive ownership, copyright and title to all Instruments of Service, and Client has no rights to incomplete or partial data;
  - (c) all opinions, certifications, communications (oral or written) or Instruments of Service furnished to Client are intended for the benefit of Client for the specific purposes stated herein and therein, are not intended to inform, guide, or otherwise influence any entities or persons other than Client in relation to the Project, and are not intended or represented to be suited for reuse by Client or others, and;
  - (d) reuse without the specific prior written consent of Kleinfelder will be at the user's sole risk and without Kleinfelder liability, and Client agrees (i) to remove Kleinfelder's and Kleinfelder's consultants' names and seals therefrom, and (ii) to defend, indemnify and hold harmless Kleinfelder and Kleinfelder's contractors, consultants, affiliates, directors and employees from and against all losses, damages and liabilities (including all legal expenses) in connection with the unauthorized use.
- 10.3 Any requests by third parties for reliance upon any communication (oral or written), certification, report, opinion, or Instrument of Service provided by Kleinfelder pursuant to this Agreement will be subject to approval at Kleinfelder's sole discretion and to additional fees, terms and conditions.
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## 11. CLIENT'S RESPONSIBILITIES

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- 11.1 Client agrees to provide and discuss with Kleinfelder on an ongoing basis all available material, data, and information pertaining to the Services, including, without limitation, (i) the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any Site, (ii) any hazards that may be present, (iii) the nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of the Site's past and present compliance status, (v) the status of any judicial or administrative action concerning the Site or Project, and (vi) Client records (in electronic format where possible) for such data as benchmarks, plans, maps, and property ownership; and
- 11.2 Client will ensure the cooperation of Client's employees, contractors and consultants with Kleinfelder.
- 11.3 Client acknowledges and agrees that Kleinfelder is entitled to rely upon the accuracy and completeness of any information given by Client, its employees, contractors and consultants.
- 11.4 Client will provide reasonable assistance to obtain data and records concerning the Site or Project in the possession, custody or control of third parties.

## 12. ALLOCATION OF RISK AND INDEMNITIES

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- 12.1 Subject to the limitation of liability provisions of this Agreement, Kleinfelder indemnifies Client against all liabilities, losses or damages caused by the negligence or other fault of Kleinfelder and its employees, agents, representatives, subcontractors, and any other party for whom Kleinfelder is legally responsible (**Kleinfelder Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of the Kleinfelder Parties when compared to the negligence or other fault of all other persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Kleinfelder be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or the Services rendered by Kleinfelder. This clause 12.1 is not intended to and will not in any way be limited by any insurance coverage available to Client under any Kleinfelder insurance policy.
- 12.2 Client indemnifies Kleinfelder against all liabilities, losses or damages caused by the negligence or other fault of Client and its employees, agents, representatives, subcontractors, and all other parties for whom Client is legally responsible (**Client Parties**), but only to the extent such liabilities, losses or damages are caused by the negligence or other fault of Client Parties when compared to the negligence or other fault of all other applicable persons and entities. If California law applies to this Agreement, the parties also expressly agree that this indemnity provision does not include, and in no event shall Client be required to assume, any obligation or duty to defend any claims, cause of action, demands, or lawsuits in connection with or arising out of this Project or services rendered by Client. This clause 12.2 is not intended to and will not in any way be limited by any insurance coverage available to Kleinfelder under any Client, Owner or Project insurance policy.
- 12.3 Subject to any applicable statutory limitations, the indemnity obligations in this clause 12 shall survive the expiration or termination of this Agreement.

## 13. LIMITATION OF LIABILITY

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- 13.1 The maximum aggregate liability of Kleinfelder arising out of or related to this Agreement, as amended, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services or \$50,000, and Client hereby releases Kleinfelder from any liability above such amount. This limitation of liability includes any losses payable to Client under clause 12.1 and will apply to any and all claims.
  - 13.2 This limitation of liability has been agreed after Client and Kleinfelder discussed the risks and rewards associated with the Project and the Services as well as the provision of the Services within both the obligations
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of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and agree, by way of a written Change Order in accordance with clause 8 herein, to increase the amount of this liability limitation or eliminate it in exchange for payment of increased compensation to Kleinfelder.

- 13.3 As used in this clause 13, "Kleinfelder" includes Kleinfelder, its affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this clause 13 shall survive the expiration or termination of this Agreement.

#### **14. WAIVER OF CONSEQUENTIAL DAMAGES**

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- 14.1 Neither party will be liable to the other party for any special, incidental, indirect, exemplary, punitive, penal or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.

#### **15. NO CONTROL OF MEANS AND METHODS OF OTHERS**

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15.1 Client agrees:

- (a) Kleinfelder will have no control over or charge of or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs of Client's employees, or contractors or consultants engaged by Client in connection with the Project;
- (b) Kleinfelder's performance of the Services does not include any job site safety obligations which may be required by or in connection with the Project or the Services or any applicable code or regulation, other than strictly in respect of its own employees; and
- (c) Kleinfelder will not have control over or charge of the acts or omissions of any contractor or contractors' agents, employees or subcontractors.

#### **16. SITE ACCESS**

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16.1 Client agrees to:

- (a) provide unimpeded and timely access to the Site, including any third party sites, if required;
- (b) provide an adequate area for Kleinfelder's Site office facilities, equipment storage, and parking;
- (c) furnish all construction utilities and utility releases necessary for the performance of the Services; and
- (d) obtain all permits, licenses or authorizations necessary for the performance of the Services.

#### **17. WARRANTY OF TITLE, WASTE OWNERSHIP**

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- 17.1 Kleinfelder will not take title to or be liable for any hazardous materials found at any Project Site. Any risk of loss with respect to all materials remains with Client or the Site owner, who will be considered the generator of such materials, execute all manifests as the generator of such materials, and be liable for the arrangement, transportation, treatment, and/or disposal of all material. All samples remain the property of Client. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.

#### **18. DISPUTE RESOLUTION**

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- 18.1 If a dispute arises out of or relates this Agreement (**Dispute**), the parties agree to submit the Dispute to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (**AAA**). The mediator will be an independent person agreed between the parties from a panel suggested by the Institute or, failing agreement, a mediator appointed by AAA. A party shall not call for mediation of any
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Dispute after such period of time as would bar the initiation of legal proceedings to litigate such Dispute under the laws of the state in which the Project is located.

- 18.2 Client and Kleinfelder agree that in the event of a Dispute, they will not seek recourse against individual officers, employees, directors, or shareholders of the other party.
- 18.3 A party shall not start court proceedings in relation to a Dispute until it has exhausted the procedures in this clause, unless the party seeks injunctive or other interlocutory relief.
- 18.4 If the Dispute cannot be resolved through mediation, either party may file suit in an appropriate court in the state where the Services are performed.
- 18.5 This clause survives termination or expiry of this Agreement.

## **19. MISCELLANEOUS**

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- 19.1 This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties hereby submit to the jurisdiction of the courts of the state where the Services are performed and waive any right to object to any proceedings being brought in those courts.
  - 19.2 Waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition or breach. A waiver is not valid or binding unless made in writing.
  - 19.3 If any provision of this Agreement is found by a duly constituted authority to be invalid, void, or unenforceable, all remaining provisions shall continue in force.
  - 19.4 This Agreement does not create, nor will it be construed to create, any benefit or right in any third party or any special relationship or fiduciary duty to third parties.
  - 19.5 Client and Kleinfelder shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
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- 19.6 This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter. It supersedes all earlier conduct, prior agreements and understandings between the parties in connection with its subject matter.
- 19.7 Each party must do anything necessary to give full effect to this Agreement.
- 19.8 All notices, requests or instructions hereunder must be in writing and either hand delivered to the recipient, delivered by registered mail or express mail to the addresses given in this Agreement.
- 19.9 This Agreement cannot be assigned by either party without the prior written approval of the other party. Kleinfelder may subcontract performance of portions of the Services to a qualified subcontractor.
- 19.10 Any amendment or revision to this Agreement must be in writing and signed by both parties. Any oral modification or revision of this Agreement shall not operate to modify this Agreement.
- 19.11 This Agreement may be executed in counterparts, including photo or electronic copies, which taken together shall constitute one original document.

**IN WITNESS WHEREOF**, Client and Kleinfelder have caused this Agreement to be executed on the date first written above.

**CLIENT:**

**KLEINFELDER:**

By: 

By: 

Printed Name: Shannon Shulters

Printed Name: Robert Desmond, P.E.

Title: Village Administrator

Title: Transportation Department Manager

**ATTACHMENTS:** Appendix A, Kleinfelder Proposal  
Appendix B, Certificates of Owner's Attorney & Availability of Funds  
Appendix C, Kleinfelder Current Billing Rates

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**APPENDIX B**

1. **CERTIFICATE OF OWNERS ATTORNEY**

I, R Kent Murphree, the undersigned, duly authorized and acting legal representative of the Village of Swanton, Ohio, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: Oct. 16, 2024  
Signed: R Kent Murphree  
Title: Village Solicitor

2. **CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, Holden Berfield, Fiscal Officer of the Village of Swanton, Ohio, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of the Village of Swanton, Ohio, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 10/17/2024  
Signed: Holden Berfield  
Title: Fiscal Officer

**APPENDIX C**

**FY25 HOURLY RATES – PROFESSIONAL SERVICES**

Senior Principal Professional .....	\$224.00
Senior Program Manager .....	\$201.00
Senior Project Manager .....	\$201.00
Principal Professional .....	\$196.25
Program Manager .....	\$196.25
Senior Client Manager .....	\$196.25
Senior Professional .....	\$196.25
Project Manager .....	\$188.00
Project Professional .....	\$174.90
Client Manager .....	\$170.00
Senior Surveyor .....	\$196.25
Project Coordinator .....	\$157.00
Staff Professional .....	\$157.00
Senior Designer / Drafter .....	\$154.00
Survey Crew Leader .....	\$154.00
Designer / Drafter .....	\$141.50
Senior Project Controls Professional .....	\$126.00
Senior Project Administrator .....	\$126.00
Professional .....	\$123.25
Project Administrator .....	\$96.00
Senior Administrative Specialist .....	\$96.00
Assistant Project Manager .....	\$96.00
Construction Inspector .....	\$93.50
Administrative .....	\$82.50
Junior Designer / Drafter .....	\$77.00

Mileage @ \$0.67 per mile

**NOTE:**

- Reimbursable expenses including Irons, stakes, lath, phone, printing, photos and miscellaneous. Subcontracts are at actual cost. No minimum charges applicable.
- These hourly rates shall be adjusted annually each year through the course of the contract.
- Includes CADD equipment.