

BOARD OF TRUSTEES
JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO
RESOLUTION NO. 26-101

THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES AUTHORIZES THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CHOICE ONE ENGINEERING CORPORATION FOR THE PAVEMENT AND CULVERT RATING PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF \$16,500.00

The Board of Trustees of Jefferson Township, Montgomery County, Ohio, met in a regular meeting on July 7, 2026 at 6:00 pm at the Township Offices located at 1 Business Park Dr., Dayton, Ohio, with the following members present:

Oscar Young (✓)

Sheila Back ()

Vera Powell (✓)

Moved by: Young (✓)

Back ()

Powell ()

Second by: Young ()

Back ()

Powell (✓)

WITNESSETH

WHEREAS, the Jefferson Township Board of Trustees recognizes the importance of maintaining accurate and current data regarding the condition of Township roadways and drainage infrastructure in order to prioritize maintenance, capital improvements, and future grant funding opportunities; and

WHEREAS, Choice One Engineering Corporation has submitted a Professional Services Agreement dated June 11, 2026, to perform an update of the Township's 2018 Pavement Rating Study and to complete condition assessments of fifteen (15) Township culverts; and

WHEREAS, the proposed scope of services includes roadway pavement evaluations utilizing the Pavement Surface Evaluation and Rating (PASER) methodology, preparation of an updated roadway condition report and priority map, and visual inspections of fifteen (15) culverts utilizing the Ohio Department of Transportation Conduit Management Manual (CMM) standards; and

WHEREAS, the total compensation for the professional engineering services shall not exceed **Sixteen Thousand Five Hundred Dollars (\$16,500.00)**, consisting of:

- Pavement Rating Study: **\$8,500.00**
- Culvert Rating: **\$8,000.00**

for a total lump-sum fee of **\$16,500.00**; and

WHEREAS, the Board of Trustees finds that the services require specialized professional engineering expertise and are exempt from competitive bidding pursuant to Ohio law governing professional services; and

WHEREAS, the Board finds it to be in the best interest of Jefferson Township to authorize execution of the agreement.

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**BOARD OF TRUSTEES
JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO
RESOLUTION NO. 26-101**

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Jefferson Township, Montgomery County, Ohio, that:

Section 1.

The Board hereby approves the Professional Services Agreement between Jefferson Township and Choice One Engineering Corporation for the Pavement and Culvert Rating Project, substantially in the form presented to the Board.

Section 2.

The Township Administrator is hereby authorized and directed to execute the Agreement and any related documents necessary to carry out the intent of this Resolution, subject to review by legal counsel as to form if required.

Section 3.

The Fiscal Officer is authorized and directed to encumber and pay funds in an amount not to exceed **\$16,500.00** from the appropriate Township fund(s) upon receipt of properly approved invoices and in accordance with the Agreement.

Section 4.

The Board determines that these professional engineering services are necessary for the proper planning, maintenance, and management of Township transportation infrastructure and will assist in future capital improvement planning and funding applications.

Section 5.

It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action occurred in meetings open to the public in compliance with all applicable legal requirements.

The vote was as follows:

Sheila Back

Yes No Abstain

Oscar Young

Yes No Abstain

Vera Powell

Yes No Abstain

Adopted: 7th day of July 2026

Signed by:

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BOARD OF TRUSTEES

JEFFERSON TOWNSHIP, MONTGOMERY COUNTY, OHIO

RESOLUTION NO. 26-101

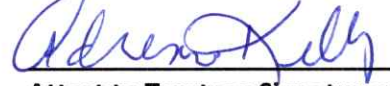


Oscar Young, President

Sheila Back, Vice President



Vera Powell, Trustee



Attest to Trustees Signatures:
Adrennia Kelly, Deputy Fiscal Officer

**Date**

June 11, 2026

Attention

Dr. Chrisondra Goodwine
cgoodwine@jeffersontwp.net

Address

Jefferson Township
1 Business Park Drive
Dayton, Ohio 45417-8014

Subject

Agreement for Professional Services
Pavement and Culvert Rating Project
MOT-JEF-2601

Dear Dr. Goodwine:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Pavement and Culvert Rating Project.

This Agreement is by and between Jefferson Township, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute and return to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office via email or hard copy.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of two pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

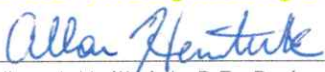
Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Jefferson Township

Authorized Signature

Date

Choice One Engineering Corporation


Allan J. Heitbrink, P.E., Project Manager

6/11/26

Date

W. Central Ohio/E. Indiana

2633 Campbell Rd.
Sidney, OH 45365
937.497.0200 Phone

S. Ohio/N. Kentucky

6279 Tri-Ridge Blvd., Suite 100
Loveland, OH 45140
513.239.8554 Phone

WWW.CHOICEONEENGINEERING.COM



Scope of Services

Project Snapshot

Choice One intends to update the pavement rating study that was completed in 2018 for the roadways maintained by Jefferson Township. Additionally, 15 culverts will be evaluated throughout the Township.

Project Details

- All Township maintained roadways will be re-evaluated to determine the current condition of the pavement. Updated ratings will clearly identify which roadways have been improved since 2018.
- Report will be updated after streets and roadways have been rated.
- The pavement conditions will be updated and rated according to engineering judgement and the Pavement Surface Evaluation and Rating (PASER) Asphalt Roads Manual.
- Detailed construction plans are not included in this project.
- The evaluations of structures are not included in this project; the updates will just include pavement rating the asphalt roadway.
- If ODOT funding is sought for a particular project, that street could be evaluated using ODOT's rating system.
- The township has identified a list of 15 locations of culverts that need to be evaluated. No formal records or maps are available. Locations include the following:
 - 6091 Derby
 - 5591 Pinnacle
 - Infirmary Road – sinkhole
 - 9720 Mile
 - 9287 Mile
 - 9044 Mile
 - 8909 Mile
 - 8511 Mile
 - 8251 Stacey
 - 580 Calumet
 - 9111 Forney
 - 9550 Forney
 - Forney & Huffman
 - Cherokee & Desmond
 - Hanover & Fiske
- If it is determined that additional locations need to be evaluated, a new scope and fee will be provided.
- The culvert list provided by the Township will be inventoried and evaluated ("good, ok, or bad" rating) and provided in a separate spreadsheet.
- Choice One will evaluate each culvert utilizing the CR-86 Report Data Sheet as described in the Conduit Management Manual (CMM).
- No pipe inspection camera or "pipe crawler" is included. All inspections will be completed visually on site. Some locations may not be able to be inspected without the use of additional equipment. This will be noted in the final spreadsheet.
- Any ongoing drainage issues will be investigated under a separate contract.
- No formal presentation is included. If it is determined that a presentation is necessary, a separate scope and fee will be provided.

Project Services

1. Pavement Rating Study

- a. Township roadways will be driven and visually inspected to evaluate pavement surface conditions.
- b. Document condition utilizing PASER's Asphalt Roads Manual.
- c. Update the tabular summary of the roadway conditions and submit a report to the Township.
- d. Update the map showing the highest priority roadways in need of repair.
- e. Spreadsheets and tables will be provided in electronic format.

2. Culvert Rating

- a. All culverts provided by the Township will be located and visually inspected.
- b. Final spreadsheet and tables will be provided in electronic format.
- c. Documentation and evaluation will be based on ODOT's CMM.

Additional Services

We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.

1. Construction Plans
2. Topographic Survey
3. Construction Layout Staking
4. Construction Bidding Procedures

Client Responsibilities

- Provide timely decisions to keep design work on schedule.
- Provide list of repaved streets since the study update in 2018, if possible.

Compensation & Schedule

Compensation

Lump Sum Fee Schedule

Pavement Rating	\$8,500.00
Culvert Rating	\$8,000.00
Total	\$16,500.00

Schedule

Choice One will complete the pavement rating study updates within 90 days after receipt of an executed Agreement.

This agreement is valid for 60 days prior to being executed by the Client. After 60 days, Choice One reserves the right to modify the fee and schedule, as necessary.

Choice One Engineering Corporation
Standard Terms & Conditions
4/17/2018

Services Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

Additional Services The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

Project Requirements The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

Compensation In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

Payment Terms Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting any billing or portion thereof. Choice One will be entitled to a 1.5% per

month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

Amendment This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

Assignment Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

Betterment If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

Buried Utilities Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

Compliance with Laws Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Consequential Damages Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

Construction Observation, If Applicable Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

Cost Estimates or Opinions Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

Defects in Service The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

Design Without Construction Administration The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

Dispute Resolution In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in

accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

Governing Law The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Hiring of Personnel Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

Information from Other Parties The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

Insurance Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

Permits and Approvals Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

Reuse of Documents All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

Safety Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Severability Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Site Access The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

Standard of Care Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

Time Bar To Legal Action All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.