



IBI GROUP
4150 Belden Village Street, Suite 104
Canton OH 44718 USA
tel 330-491-9000 fax 330-491-9001
ibigroup.com

Consulting Services Agreement

July 7, 2022

Stark Parks

5300 Tyner St NW
Canton, Ohio 44708

Attention: Ms. Sarah Buell, Projects and Administration Manager

Dear Ms. Buell:

**SUBJECT: MINERVA CONNECTOR TRAIL
PROPOSAL FOR ALIGNMENT FEASIBILITY STUDY
ADDITIONAL ROUTES MODIFICATION**

IBI Group is pleased to submit our fee proposal for the Minerva Connector Trail Alignment Feasibility Study Additional Routes Modification. The Scope of Services has been developed based on our understanding of the project and our discussions on June 6, 2022 and following a site visit July 6, 2022. The purpose of this modification is to provide professional engineering services to prepare three (3) additional alignments as part of the greater Alignment Feasibility Study for a trail connecting Minerva High School with the Nickel Plate Trail. The purpose of the Minerva Connector Trail project is to improve system linkage for multimodal users to the Stark County Park District's established trail system and provide connectivity to the Village of Minerva's walkable downtown. The planning, design and construction of this multi-modal trail route will permit ADA accessibility, provide a safe crossing route for non-motorized transportation users, and finish a connection in the Stark County Trail and Greenway Master Plan. Development of this Alignment Feasibility Study is necessary to select a preferred alternative in compliance with ODOT's Path 2/3 Project NEPA process.

IBI Group is a global team of dedicated and experienced architects, engineers, planners, designers, and technology professionals who share a common desire – to help our clients create liveable, sustainable and advanced urban environments. Since our founding in 1974, we have contributed to the success of our clients across six continents, from our 65 offices worldwide.

We appreciate the opportunity to work with Stark Parks on this very important project and look forward to your authorization. Please contact Kyle Koppes at 330-491-9000, should you have any questions.

1. Our Services

PROPOSED SCOPE OF WORK

Additional Routes to be Investigated

The following routes will be investigated as part of the Alignment Feasibility Study. Please refer to Exhibit A for preliminary route maps.

New Route – Minerva High School to SR-183 and Market Street Intersection A new proposed route (Route 1.1.4) commencing southwest of Minerva High School and continuing west through the Minerva Municipal Park. The existing southern pedestrian bridge will be investigated for condition and applicability for a wider SUP (see below for more Structure Type Study information). Note, due to stair access, the northern pedestrian bridge will not be evaluated as part of this study. The route will continue west along Brock Avenue/1st Avenue and then turn north along Market Street where it will connect into routes investigated during the original Alignment Feasibility Study. It is anticipated that sharrows will be implemented along Brock/1st and on-road bike lanes will be implemented along Market. These applications and impacts will be vetted during the modification study.

New Sub-Route – SR-183 and Market Street Intersection During the July 6 site visit, an alternate route (Route 1.1.3a) was identified near the SR-183 and Market Street intersection. Utilizing any of the Market Street routes, the trail will cross Market Street at the Blackburn Drive intersection. The trail will continue as sharrows and a pavement extension along the Blackburn alignment to connect to SR-183. SR-183 will then be crossed north of the Market Street intersection. The main benefit of this sub-route is elimination of the trail along ODOT facilities. Only crossings of SR-183 would be anticipated.

New Route – Market Street to North Similar to Alternate Route 1.2.2 in the original Alignment Feasibility Study, this new route (Route 1.2.3) will diverge from the SR-183 pavement just north of the Market Street intersection. The route will proceed north through PCC Airfoils, True Value and Loudon properties. In lieu of a proposed structure, the abandoned railroad embankment will be removed to provide a clear sight line and at-grade crossing of SR-183.

Basis of Evaluation

IBI will utilize the most up-to-date GIS and aerial information available from the Ohio Geographically Referenced Information Program (OGRIP) for development of the preliminary routes. An additional site visit (performed July 6, 2022) supplements the above information to verify and confirm existing conditions. Topographic survey is not anticipated as part of this Study.

Typical Sections Three typical sections will be developed: Brock/1st/Blackburn sharrows, Market bike lanes and Blackburn pavement extension.

Alignment Exhibits Exhibits similar to those in Exhibit A will be further developed as part of the modification to identify pros, cons, pinch points, R/W concerns, ADA concerns, environmental concerns etc. for each new alignment. Exhibits will be developed for inclusion in the PowerPoint for public review and comment. Exhibit format will keep the subject audience in mind with graphics that are easy to understand while still conveying items of concern and/or interest.

Cross Sections Cross sections will be created at critical locations to identify limits of disturbance, earthwork, drainage, etc. but will not be included as part of the overall Feasibility Study.

A fee of \$12,000 has been allocated for preliminary plan and report development for the new route alignments.

Structure Type Study

This modification includes a site visit (performed July 6, 2022), abbreviated structure inspection of the southern existing Minerva Municipal Park pedestrian bridge and preliminary development of modifications required to implement the new southern route. Studies will be based on GIS-level survey. No detailed bridge hydraulics will be performed. Bridge modifications and sizing will be based upon appropriate assumptions from IBI's experience on similar types of structures. It is anticipated that a formal Structure Type Study and hydraulic analysis will be performed for the preferred alternative, if applicable, as part of a future contract. A fee of \$3,000 has been allocated for this task.

Exceptions & Items Not Included in this Scope:

- Topographic survey
- Research of deeds, surveys, plats of record, owners, easements and/or other encumbrances throughout the study corridor
- Bridge hydraulic analysis
- SUL services
- Geotechnical investigation
- Utility coordination is limited to calling OUPS and obtaining existing plans to identify any major utility conflicts
- Maintenance of Traffic plans

2. Subconsultants

Lawhon & Associates, Inc. (Lawhon) does not anticipate any modifications required to the original agreement to incorporate the new routes.

3. Schedule

The current Alignment Feasibility Study schedule is being re-evaluated. IBI will continue to coordinate with Stark Parks to define the project schedule. Upcoming steps include:

1. Submittal and approval of this modification
2. Meeting(s) with Stark Parks, the Village of Minerva and ODOT to briefly review the new alignments and schedule
3. Finalize study draft
4. 30-day Stark Parks review with parallel development of Public Involvement (PI) documents by Lawhon
5. Address Stark Parks' comments and submit to ODOT for 30-day review
6. Address ODOT comments and post all PI documents to Stark Parks' and/or Minerva's websites
7. 30-day public comment period
8. Address public comments, mail responses and finalize study

4. Payment

IBI Group proposes a Total Lump Sum fee of Fifteen Thousand Dollars (\$15,000) for the services outlined in this proposal.

Should the total cost of our work be greater than the estimated amount, IBI will notify you and provide a revised estimate for your review and approval. In this event, our continued performance is subject to additional funding, as mutually agreed.

We invoice for payment on a monthly basis. Thereafter, payment is due within twenty-eight (28) days of your receipt of our invoice.

5. Designated Representatives:

The Stark Parks designated representative is:

Ms. Sarah Buell
Projects and Administration Manager
5300 Tyner St NW
Canton, Ohio 44708

The IBI Group designated representative is:


Mr. Kyle Koppes, P.E.
IBI Group
4150 Belden Village Street NW, Suite 104
Canton, OH 44718
P: 330.491.9000 ext. 52301
Email: kyle.koppes@ibigroup.com

The other terms relating to this project are set out in our Standard Terms & Conditions, as attached.

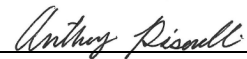
We look forward to working with you.

Yours truly,

IBI Group



Name: Kyle Koppes, P.E.
Title: Associate Manager



Name: Anthony Pisanelli, P.E.
Title: Project Manager

If this accurately sets out our understanding and is acceptable to you, please indicate your agreement by signing in the space below.

Agreed to and accepted effective the date of this Agreement.

Stark Parks

Name: _____
Title: _____

Name: _____
Title: _____



STANDARD TERMS & CONDITIONS

1. CLIENT RESPONSIBILITIES. Client's Designated Representative is authorized to act on its behalf and all direction shall be by or through such designated representative. Client shall examine documents submitted by IBI and shall render decisions promptly, to avoid delay in the progress of Services. Client shall furnish IBI all existing available information, including reports, studies, testing results, operating records, existing plans, and other data pertinent to the Project, in a timely manner, and IBI shall be entitled to rely on it. As applicable, Client shall ensure IBI is afforded access to enter upon public and private land as required for the performance of the Services. Client shall instruct the making of applications for any consents or permits or other applicable applications required in connection with the Services and shall pay any charges, fees, expenses and disbursements in respect thereof.

2. STANDARD OF CARE. In the performance of the Services, IBI will use that level of care and skill ordinarily exercised by reputable members of IBI's profession currently practicing in the same locality under similar conditions. No other representation, guarantee, or warranty, express or implied, is included or intended in this Agreement, or in any communication (written or oral), report, opinion, document, or instrument of service. Client acknowledges and agrees that nothing herein shall be construed as creating a fiduciary duty owed by IBI.

3. PAYMENT IBI's fees and expenses will be paid in accordance with this Section 3 of the Agreement and Client represents and warrants that any payment to IBI hereunder is not contingent upon Client's receipt of monies by any third party. Client will, subject to IBI's performance of its obligations under this Agreement, pay IBI for the provision of the Services, plus applicable taxes, as set out in the Agreement. IBI's unpaid invoices will bear interest calculated monthly at the rate of twelve (12) percent per annum, commencing twenty-eight (28) days after the date that IBI submits its invoice IBI reserves the right, without penalty, to discontinue Services and or terminate this Agreement in the event of non-payment. IBI's fees and expenses are secured upon and run with title to the lands.

4. SUSPENSION OR TERMINATION. Either party may, by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, IBI shall perform no further Services other than those reasonably necessary to close out the Services. In the event of a

suspension or termination, IBI shall be entitled to payment for all work completed, plus reasonable close-out costs. The limitation of liability and indemnity obligations in this Agreement shall survive any suspension or termination of this Agreement.

5. PROBABLE COSTS. IBI does not guarantee the accuracy of probable costs for providing Services hereunder. Such probable costs represent only IBI's judgment as a professional entity and are supplied only for the general guidance of Client.

6. INDEMNIFICATION: IBI shall indemnify and hold harmless Client from and against claims, actions, losses, expenses, costs or damages (the "Claims") which Client, its directors, officers, employees, or agents may suffer, only to the extent IBI is legally liable as a result of the negligent acts of IBI, its employees, officers or agents in the performance of this Agreement. Client agrees to indemnify and hold harmless IBI from and against Claims, which IBI, its directors, officers, employees, or agents may suffer arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of IBI in the performance of this Agreement.

7. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, the total liability of IBI, its directors, officers, employees and agents for liabilities, Claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to IBI for the Services or \$500,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services. No party shall be liable for any consequential, incidental, indirect, special or punitive damages, damages related to loss of profit, loss of use in any way related to this Agreement.

8. INSURANCE. IBI will maintain insurance for this Agreement in the following types: 1) workers' compensation insurance at statutorily required levels; 2) general and professional liability insurance; and 3) automobile liability insurance for bodily injury and property damage.

9. RESPONSIBILITY. IBI is not responsible for the completion or quality of work that is dependent upon or performed by Client or third parties not under the direct



control of IBI, nor is IBI responsible for their acts or omissions or for any damages resulting therefrom.

10. RELATIONSHIP OF PARTIES. IBI will have no authority to contractually bind Client or to assume or create any legal obligation or responsibility, express or implied, on behalf of Client. Nothing in this Agreement will have the effect of creating a partnership, agency or employment relationship between Client and IBI or any of IBI's directors, officers, partners, agents, employees, affiliates, subconsultants or volunteers.

11. EXCLUSIVE USE. Services provided under this Agreement, including all reports, designs, information or recommendations prepared or issued by IBI (the "Instruments"), are for the exclusive use of Client and only for the purpose specified. No other use is authorized under this Agreement. Client will not distribute or convey the Instruments to any person other than those identified in the project description without IBI's prior written approval. Client releases IBI from liability and agrees to indemnify and hold harmless IBI from Claims, arising, in whole or in part, from such unauthorized distribution or any unauthorized use.

12. SUBCONTRACTING AND ASSIGNMENT. Neither party shall assign its interest in this Agreement without the prior written consent of the other. Except for subcontracting to an affiliate, IBI shall not subcontract any Services without the prior written consent of the Client.

13. CONFIDENTIAL INFORMATION. IBI shall not divulge any specific information identified as confidential, communicated to or acquired, or disclosed by Client in the course of carrying out the Services. No such information shall be used by IBI on any other project without the written approval of Client. These obligations of confidentiality shall not apply to information which is in the public domain; which is provided to IBI by a third party without obligation of confidentiality; which is independently developed by IBI without use of Client's information; or which is required to be disclosed by law or by court order.

14. INTELLECTUAL PROPERTY. IBI retains ownership of all right, title and interest (including copyright) in and to the intellectual property it provides through this Agreement. Nothing in these Terms and Conditions constitutes a transfer or conveyance of any right, title or interest in the intellectual property, except the limited license to use it for its intended purpose, which includes the general maintenance and management of the asset or project.

15. SUCCESSORS and ASSIGNS. This Agreement shall be binding upon the parties, their partners, successors, assigns and legal representatives.

16. AMENDMENT. This Agreement may be amended or modified only by written instrument executed by authorized representatives of both Client and IBI.

17. SEVERABILITY. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining provisions of this Agreement.

18. GOVERNING LAW. This Agreement and legal actions concerning its validity, interpretation and performance shall be governed by and interpreted in accordance with the laws of the jurisdiction in which the project is located; and it is further agreed by the parties that any legal action arising under this Agreement will be brought in a court of competent jurisdiction in such jurisdiction.

19. THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favour of a third party against either Client or IBI. The Services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against IBI because of this Agreement or the performance or non-performance of Services hereunder. Client and IBI agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in the project to carry out the intent of this provision.

20. PROMOTIONAL ACTIVITIES. Client approves IBI to (i) undertake reasonable promotional activities, (ii) post signage and billboards at project locations, and (iii) brand all deliverables hereunder, in each case related to the provision of the Services by IBI under this Agreement.

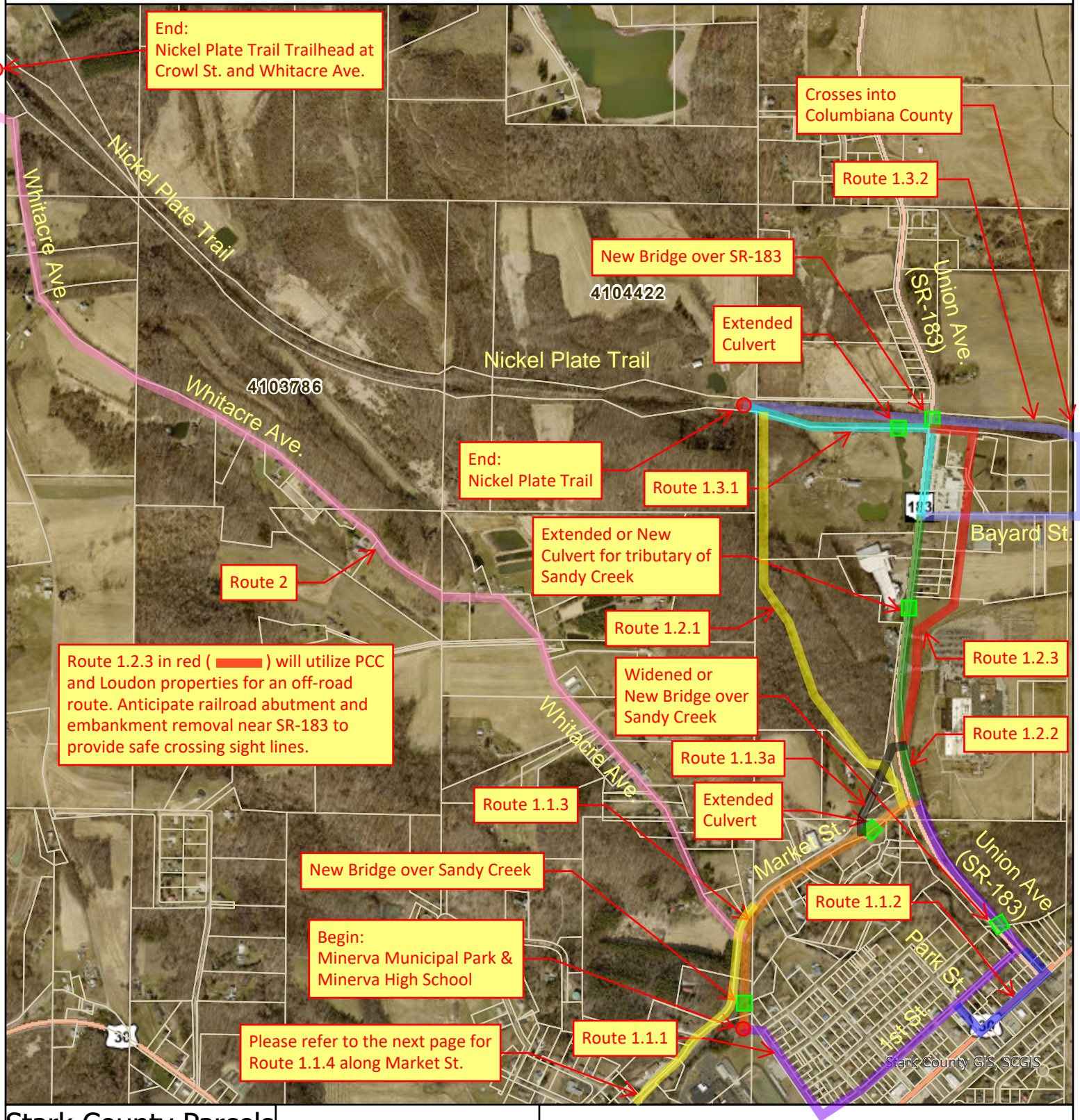
21. ENTIRE AGREEMENT. This Agreement, including attachments incorporated by reference, represents the entire agreement between IBI and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. Client agrees that its use of any purchase order or other form to procure Services is solely for administrative purposes and in no event shall IBI be bound to any terms and conditions on such form regardless of its signature on or reference to such form.



Exhibit A

Route Alternatives

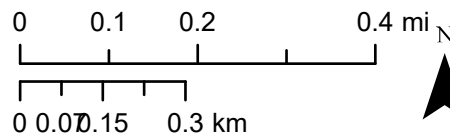
Stark County Webmap



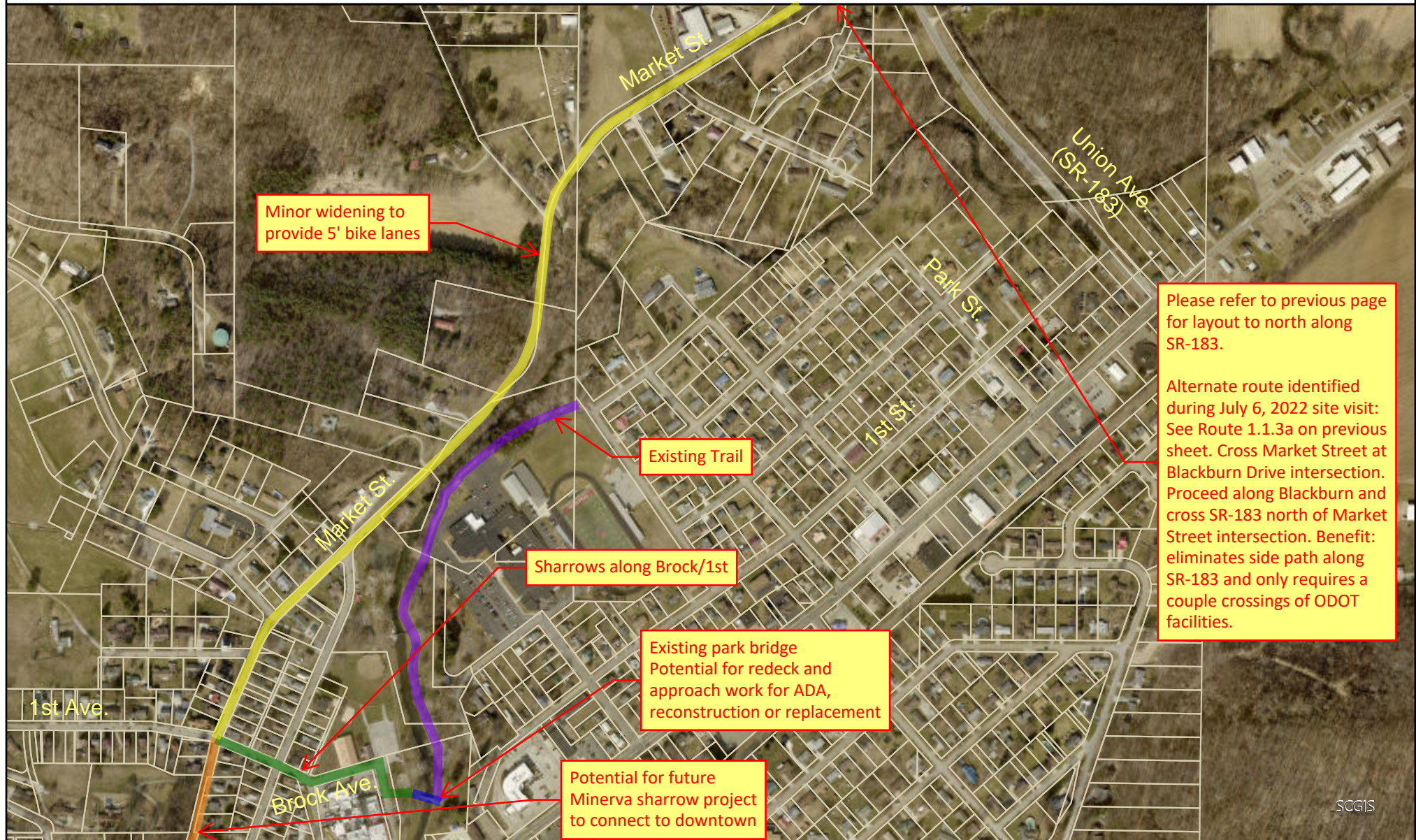
Stark County Parcels

Stark County Parcels

Minerva Connector Trail Route Alternatives



Stark County Webmap



Stark County Parcels
Stark County Parcels

**Minerva Connector
Trail Route 1.1.4**

