

**RESOLUTION 2026-039
APPROVING AN AGREEMENT WITH MANNIK SMITH GROUP**

The Board of Trustee of Franklin Township, Franklin County, Ohio, met in person in a Special Meeting at 1:00 p.m. on Thursday, February 26, 2026, at 2193 Frank Road, Columbus, Ohio. The Trustee marked below made a motion for the adoption of the following resolution:

Trustee Fleshman Trustee Fuller Trustee Blevins

WHEREAS, Mannik Smith Group has proposed a contract for Professional Services (the "Agreement").

WHEREAS, the Board desires to authorize the adoption and execution of the Agreement;

WHEREAS, it is in the best interest of the Township for the Board of Trustees to adopt and enter into the Agreement.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of Franklin Township, Franklin County, Ohio (the "Board"), that the following Resolutions be and hereby are adopted:

BE IT FURTHER RESOLVED, that the Board hereby adopts and approves the form of the Agreement, together with any such changes therein and amendments thereto not inconsistent with this Resolution and not adverse to the Township. The Board hereby authorizes, empowers, and appoints, on behalf of the Board and the Township, John Fleshman, Trustee (the "Representative") to execute the Agreement in substantially that form on file with the Township, along with any changes or amendments thereto, provided that the approval of those changes and amendments by the Representative and the character of those changes and amendments are not being inconsistent with this Resolution or adverse to the Township, and shall be evidenced conclusively by the Representative's execution of the Agreement. Furthermore, the Representative is authorized to, on behalf of the Township, take any and all actions and execute any and all documents that may be necessary to be completed by the Township in order to finalize the Agreement.

BE IT FURTHER RESOLVED, that the Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

The following trustee marked below seconded the motion:

Trustee Fleshman Trustee Fuller Trustee Blevins

Roll was called for the adoption of the resolution, and the vote was as follows:

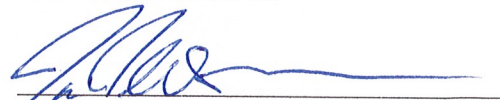
Fleshman: YES/ NO

Fuller: YES/ NO

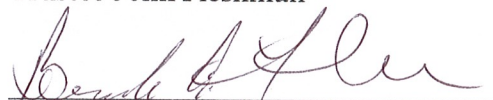
Blevins: YES/ NO



Trustee Mike Blevins



Trustee John Fleshman



Trustee Brenda Fuller



1160 Dublin Road, Suite 100, Columbus, Ohio
43215
Tel: 614.441.4222 Fax: 888.488.7340
www.MannikSmithGroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

MSG Proposal: \$1 million OTSCIF Use
Date: January 15, 2026

| | | | |
|-----------------|---|------------------|--|
| CLIENT: | Franklin Township Board of Trustees | | |
| CLIENT CONTACT: | Trustee John Fleshman | | |
| ADDRESS: | 2193 Frank Rd | CITY, STATE ZIP: | Columbus, OH 43223 |
| PHONE: | 614-272-8595 | EMAIL: | jfleshman@franklin-township.com |
| PROJECT NAME: | Westland Mall Redevelopment OTSCIF Infrastructure | | |

SCOPE OF WORK FOR MSG:

The Mannik & Smith Group, Inc. (MSG) will utilize Franklin Township's \$1 million One Time Strategic Community Investment Funding (OTSCIF) to support the developer of the Westland Mall (the "Owner") property to plan the baseline infrastructure for the future redevelopment.

1. Proposed Stormwater Management Investigation for the whole redevelopment site following Franklin County stormwater standards for water quality and water quantity.
2. Updated Traffic Impact Study (TIS) based on the updated redevelopment schematic (including traffic counts at the 13 intersections of the previous TIS and including trip generation/distribution with and without the amphitheater) for review by agencies that have jurisdiction.
3. Environmental Site Assessments (Phase I & Phase II if required per Phase I findings) for the whole redevelopment site.
4. Environmental Site Assessment specific to Tenant 1
5. Due Diligence/Programming with the first of two pending large tenants as well as coordination with other prospective and future tenants, if authorized.
6. Design Weston Parkway from Broad St to Georgesville Rd following Franklin County standards.
7. Design Weston Parkway Water Service & Sanitary Sewer
8. RDL Architects, subcontractor to MSG:
 - a. Architectural Site Infrastructure Planning & Concept Development
 - b. Coordination with Engineering & Traffic Planning



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Assumptions:

Below is a list of assumptions and exclusions that apply to this proposal for technical services. These items were considered while defining the scope for MSG's services.

- A. Any revisions to the conceptual site plan that served as the basis for the scope of services in this proposal after final engineering has begun may result in additional costs that will be billed on a time and material basis.
- B. The survey already completed will be sufficient for the level of design at this time. MSG shall obtain a copy of the survey from the Owner. Client has no responsibility related to the survey.
- C. Opinions of construction cost or estimates of construction cost prepared by MSG under this agreement are just that. MSG does not warrant or guarantee that the project can be constructed for those amounts, and the Client agrees that MSG cannot be held liable for any discrepancies between bid costs and our opinions or estimates, to the extent Client can agree under Ohio law. Nothing contained herein shall be considered a waiver of any right or claim of the Owner.
- D. MSG will use AutoCAD Civil 3D 2020. CAD platforms are not always compatible with previous versions or translate easily. Changes to the CAD platform during the project may result in additional effort and costs.
- E. MSG has not included time for Value Engineering. MSG strives to provide the highest quality, well researched designs; however, when dealing with real world conditions, there is always the potential of unforeseen conditions that may require modifications to design after the design process has started, after bidding or after construction has commenced and will be billed on a time and material basis.
- F. MSG will strive to design the overall site grading for an earthwork balance, but site conditions or other variables may prevent balanced earthwork. Therefore, no assurance of balance can be given.
- G. Project meetings one hour in duration with Franklin Township, the Franklin County Engineer's Office, the City of Columbus, the Owner, and key MSG staff will be held as a group once per month via a virtual meeting platform.
- H. No Construction Engineering and Inspection services are included.
- I. This Time & Material contract is based on \$1 million OTSCIF. Once this OTSCIF is expended, then this contract with Franklin Township shall terminate and be of no further force and effect, and a new contract will be required with the Owner to continue work for the Westland Mall Redevelopment Project.
- J. The Client is providing funds for MSG to perform the Scope of Work.
- K. MSG shall secure the written consent and permission of the Owner to the extent necessary to perform the Scope of Work and its obligations set forth in this Agreement.

FEE SCHEDULE:

TIME AND MATERIALS (Per the attached labor rates.) LUMP SUM

PROJECT FEE \$ 1,000,000.00

SCHEDULE:

MSG will perform as much of the scope as possible until either (1) June 30, 2026, or (2) the OTSCIF funding is expended, whichever occurs first.



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 Date: January 15, 2026

AGREEMENT:

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described above according to the attached Terms and Conditions.

FRANKLIN TOWNSHIP BOARD OF TRUSTEES

THE MANNIK & SMITH GROUP, INC.

SIGNED:

[Signature]

SIGNED:

[Signature]

PRINTED:

John Fleshman

PRINTED:

Steven C. Hermiller, PE, CDP, CECd

TITLE:

Franklin Township Trustee

TITLE:

Principal / Vice President

DATE:

2-26-26

DATE:

Feb 4, 2026

**The Mannik & Smith Group, Inc.
Standard Terms and Conditions**

These Standard Terms and Conditions ("Terms") provide the terms and conditions pursuant to which The Mannik & Smith Group, Inc. ("MSG") will provide those certain services to you ("Client") for the project (hereinafter, "Project") set forth in the proposal issued to Client (the "Proposal") and as further described in the attached "Scope of Work." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Proposal or Scope of Work, as the case may be. The terms of the Proposal, the Scope of Work, and these Terms shall be collectively referred to herein as this "Agreement."

1. **Services:** MSG will perform the Scope of Work as set forth in the Proposal and in accordance with these Terms. MSG has developed the Scope of Work, schedule, and compensation based on Client provided information and various assumptions about Client's needs and preferences. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Client further acknowledges that the Scope of Work was prepared at Client's request. In the event that the Scope of Work or a portion thereof, was developed by a party other than MSG, MSG makes no claims as to its adequacy. Accordingly, Client acknowledges that MSG is forced to assume that the Scope of Work is fully adequate for Client's purposes. Client also understands that MSG assumes that Client has an alternative source from which to obtain any needed or desired services not listed.

2. **Additional Services:** The Client and MSG 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, MSG shall notify the Client of the need for additional services, and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree, but in no event shall exceed the amount of funds received by the Client from OTSCIF.

3. **Project Requirements:** MSG shall provide notice to the Client if MSG becomes aware of any error, omission or inconsistency in such services or information. The Client shall identify a representative authorized to act on Client's behalf with respect to the Project.

4. **Compliance with Laws:** MSG shall perform its services in accordance with its Standard of Care as defined herein and will endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice, but in no event shall exceed the amount of funds received by the Client from OTSCIF.

5. **Standard of Care:** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances ("Standard of Care"). The Standard of Care shall exclusively be judged as of the time the services are rendered and not according to later standards.

6. **Information from Third Parties:** The Client and MSG acknowledge that MSG will rely on information furnished by third parties in performing its services under the Project.

7. **Period of Service:** MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the Proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client for review and approval. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control, but in no event shall exceed the amount of funds received by the Client from

OTSCIF. MSG is not responsible for any delay and/or disruption beyond its control, including, but not limited to, those Force Majeure Events set forth in Section 8 herein.

8. **Force Majeure:** MSG shall be entitled to an equitable adjustment to the Project schedule and compensation for force majeure events, including but not limited to: acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, acts of war, terrorism, violence, floods, pandemics, epidemics, quarantine restrictions, strikes, embargoes, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism or hacking including a ransomware attack, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, unusually severe weather, and/or any other cause outside of the control of MSG (each a "Force Majeure Event"). MSG shall notify Client in writing after the beginning of any such cause becomes known, which would affect its performance. In the event a Force Majeure Event continues for more than thirty (30) days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices. Notwithstanding the foregoing, in no event shall exceed the amount of funds received by the Client from OTSCIF

9. **Compensation:** In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the Proposal. The parties acknowledge that terms of compensation are based on the orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, MSG may adjust the amounts allocated between the Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, as the work progresses so long as the total compensation amount for the Project is not exceeded except as otherwise provided herein.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, subcontracted services and reimbursable expenses without reduction of MSG's compensation, unless and except when such subcontracted services and reimbursable expenses are included in the total project cost as specified in the Proposal or Scope of Work. Payment for MSG's services shall be made in United States dollars. Notwithstanding the foregoing, in no event shall exceed the amount of funds received by the Client from OTSCIF.

10. **Changed Costs on Design Services and Project Development Services:** MSG's rates are generally updated as of July 1st of each calendar year and are subject to periodic review and prospective change. Any non-lump sum fees and projects that are payable by Client for a "not to exceed" amount shall be subject to and adjusted based upon any rate increases or periodic changes.

11. **Cost Estimates or Opinions on Construction Services:** MSG may prepare cost estimates or opinions for the Project based on

historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that neither the Client nor MSG has control over the cost of labor, materials, or equipment; a contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Therefore, actual costs may vary from the cost estimates or opinions prepared and MSG offers no guarantee related to the Project cost.

12. **Payment Terms:** Client recognizes that time is of the essence with respect to payment of Client's Consultants' invoices and that timely payment is a material part of the consideration of MSG's services. MSG shall submit monthly invoices for services performed and Client shall 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 thirty (30) 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. Client will exercise reasonableness in contesting any billing or portion thereof. Client payment to MSG is not contingent on arrangement of project financing, property acquisition, or approvals necessary for project initiation through completion. Invoice payment delayed beyond sixty (60) calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond seventy (70) calendar days shall be just cause for termination of the services by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination by MSG.

13. **[Section Reserved]**

14. **Ownership of Documents:** Documents prepared or furnished by MSG pursuant to this Agreement are instruments of MSG's professional services and MSG shall retain all ownership and property interest therein, including all copyrights. Upon payment for services rendered, MSG grants Client a non-exclusive license to use instruments of MSG's professional service for its intended purpose. It is expressly understood that computer-aided design and drafting ("CADD") and/or building information modeling ("BIM") files are issued only as supplemental information for convenience to the Client or other authorized users. CADD and BIM, like any electronic data when transferred in any manner or translated from the system and format used by MSG pursuant to this Agreement to another system or form, are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted whether inadvertently or otherwise. As such, record documents of service shall be based on the printed copy. Reuse or modification of any such documents by the Client, without MSG's written permission, shall be at Client's sole risk. Client may request electronic CADD and BIM files prepared by MSG upon submitting a signed MSG's Electronic File Release Agreement which specifies the electronic files requested. If and to the extent Client requests and receives electronic files prepared by MSG, the terms of the Electronic File Release Agreement are hereby incorporated herein by reference and apply in all respects.

15. **Independent Contractor:** MSG shall serve as an independent contractor for services provided under this Agreement. MSG shall retain control over the means and methods used in performing its services and may retain subconsultants to perform certain services as determined by MSG.

16. **Insurance:** At a minimum, MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at a 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 each claim and in the aggregate

17. **Limitation of Liability:** IN NO EVENT SHALL MSG BE LIABLE TO THE CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, EVEN IF MSG HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

18. **MSG as Business Entity:** Client acknowledges that MSG is a business entity and agrees that any claim made by the Client arising out of any act or omission of any member, owner, partner, manager, director, officer or employee of the business entity in the execution or performance of this Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

19. **Indemnification:** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom MSG is legally liable.

Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence or the negligence of the other's agents, subconsultants or consultants, or anyone for whom the other is legally liable.

20. **[SECTION RESERVED]**

21. **Defects in Service:** MSG will correct defects, at its own costs, if timely notified by Client.

22. **[SECTION RESERVED]**

23. **Buried Utilities:** MSG is responsible for identifying the type and location of utility lines and other artificial (for purposes of this Section 23, meaning made or produced by human beings rather than occurring naturally) objects beneath the Project site's surface. MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in a manner consistent with the Standard of Care as defined herein. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. MSG agrees to field validate the location of underground utilities or other artificial objects and vet final subsurface penetration locations to the satisfaction of both parties. Further, MSG reserves the right to notify local utility protection agencies or services, and to delay Project

implementation until these agencies or services have identified known utility lines or other subsurface artificial objects. MSG will take reasonable precautions to avoid damaging any identified utility lines or other artificial objects.

24. **Disease Transmission:** MSG shall have no responsibility for the transmission of communicable disease including, but not limited to, COVID-19 and other corona viruses (collectively, "Diseases"), or exposure of persons to Diseases discovered at the premises. MSG cannot prevent Client and/or Client's invitees from becoming exposed to, contracting, or spreading Diseases while utilizing MSG's services. It is not possible to prevent against the presence of Diseases. Therefore, if Client chooses to utilize MSG's services, Client may be exposing Client or Client's invitees to and/or increasing Client's and/or Client's invitees' risk of contracting or spreading Diseases.

25. [SECTION RESERVED]

26. [SECTION RESERVED]

27. [SECTION RESERVED]

28. **Confidentiality:** MSG will hold in confidence any information about the Client's operations that would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information that is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given to Client.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.
- f. Where disclosure involves a dispute resolution proceeding between the parties.

MSG acknowledges and understands that Client is a public entity and subject the Ohio Public Records laws, including, but not limited to, Ohio Revised Code Section 149.43. The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party, other than Owner, without the express written consent of MSG, to the extent permitted under Ohio law, provided that consent from MSG is not unreasonably withheld. Further, the Client is authorized to release and/or provide any documentation relating to this Agreement as necessary and/or desired, and without the consent of MSG, to adhere to the terms of the grant funding, including, but not limited to, to the State of Ohio, the Ohio Office of Budget Management, the Ohio Auditor of State, or other authorized representatives or agents of the foregoing.

29. **Dispute Resolution:** In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and MSG shall endeavor to resolve claims, disputes and other matters in question during a meet and confer session. A meet and confer session shall be attended by the Client and MSG or their authorized representatives who shall have the authority to bind the parties. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties

cannot reach a mutually acceptable resolution, they shall proceed to filing a complaint in a court of competent jurisdiction within Franklin County, Ohio. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

30. **Suspension of Work:** The Client may suspend services performed by MSG upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

MSG may suspend services if Client fails to make payments to MSG in accordance with Section 12 of this Agreement. Such failure shall be considered substantial nonperformance and cause for termination or, at MSG's option, cause for suspension of performance of services under this Agreement or as otherwise set forth in Section 12 hereof. In the event of a suspension of services, MSG shall have no liability to the Client for delay or damage because of such suspension of services. Before resuming services, MSG shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSG's services. MSG's fees for the remaining services and the time schedules shall be equitably adjusted.

31. **Termination for Default or Breach:** Except as otherwise provided herein, in the event of a Default (as defined herein) by either party, the non-Defaulting or non-breaching party shall give written notice to the Defaulting party of the Defaulting party's obligation to cure the Default with diligence and promptness. If the Defaulting party fails to cure such Default within seven (7) days after receipt of written notice, then the other party without prejudice to other remedies it has, may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. For purposes of this Agreement, "Default" means (i) a party fails to perform any of its material duties or obligations under this Agreement, (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a material breach of this Agreement or default, or (iii) a party files a petition or otherwise commences or authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has any such petition filed or proceeding commenced against it or its assets, or otherwise become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due.

32. **Termination Without Cause.** Client may terminate this Agreement at any time without cause upon providing at least fourteen (14) days prior written notice to MSG.

33. **Assignment:** The Client may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining MSG's written consent. Any attempt to assign the Client's rights or obligations under this Agreement in breach of this paragraph shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. MSG's consent to an assignment is contingent upon the Client's compliance with the following: prior to any assignment, the party proposing to assign its rights and responsibilities under this Agreement and that party's proposed assignee shall furnish to the other party reasonable evidence that arrangements have been made by the proposed assignee to fulfill the assigning party's obligations, including financial obligations, under this Agreement. If the non-assigning party has no reasonable objection to the proposed assignment, the proposing party may then assign the Agreement. Any expense incurred by MSG because of the assignment

shall be considered as an additional service and compensated in accordance with this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

34. **Waiver of Rights:** The failure of either party to enforce any provision of these Terms shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

35. **Headings:** The headings contained herein are inserted for convenience only and do not define, limit, or construe the contents of the articles, sections, or subsections to which they refer.

36. **Governing Law:** The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the State of Ohio.

37. **Integration:** This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties. Updated as of _____, 2025.

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

39. **Survival:** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

40. **Notice:** Any notice to MSG or Client that is required or permitted by this Agreement shall be in writing and shall be deemed effectively given to the other party when personally delivered, upon confirmation of receipt or upon sender's receipt of a read receipt when sent by e-mail to the MSG representative or Client representative expressly designated in the Proposal or Scope of Work, or upon actual receipt when mailed by first class postage prepaid, registered or certified mail, return receipt requested, or when sent by overnight courier service to the address expressly designated in the Proposal or Scope of Work, or to such other person or address as either party may otherwise specify in writing.

41. **Changes to these Terms:** MSG reserves the right, from time to time, to change these Terms in its sole and absolute discretion. The most current version of the Terms will supersede all previous versions and shall continue to be binding on the Client in its revised form.

42. **Conflict:** In the event of a conflict between the Proposal or Scope of Work and these Terms, then these Terms shall control unless otherwise expressly identified or designated in the Proposal or Scope of Work as controlling.

43. **Grant Cooperation.** Client's financial obligations will be funded with grant funds obtained through the Office of Budget and Management (OBM). As part of the grant administration, the Client will be responsible for submitting various reports and data to OBM and other relevant entities. MSG agrees that it shall cooperate and provide the Client with any information or evidence that may be necessary or required as part of the Client's completion of any report related to the grant funding.

44. **No Findings for Recovery.** MSG represents and warrants to the Client that no officer, employee, or agent is subject to a finding of recovery under RC 9.24, or that has taken appropriate remedial steps required under

RC 9.24, or otherwise qualifies under that Section. MSG agrees that if this representation or warranty is determined by the Client to be false, the agreement shall be void ab initio as between the parties and any funds paid by the Client hereunder immediately shall be repaid in full to the Client, or an action for recovery may be immediately commenced by the Client for recovery of said funds.

45. **Nondiscrimination.** Pursuant to R. C. 125.111, MSG agrees that MSG and any contractor or subcontract will not discriminate against any citizen of this state in the employment of a person qualified and available to perform work related to the Project on the basis of race, color, religion, sex, age, disability, or military statutes as defined in R. C. 4112.01, national origin, or ancestry. In addition, MSG further agrees that MSG and any contractor, subcontract, or person acting on behalf of any contractor or subcontractor, will not discriminate against, intimidate, or retaliate against any employee hired for the performance of work related to the Project on the basis of race, color, religion, sex, age, disability, or military statutes as defined in R. C. 4112.01, national origin, or ancestry.

46. **Drug Free Workplace.** MSG agrees to comply with all applicable state and federal laws regarding a drug-free workplace and shall make a good faith effort to ensure that none of its employees or permitted contractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way in the workplace.



FEE SCHEDULE
Effective July 1, 2025

| EMPLOYEE CLASSIFICATION | BILLABLE RATE (\$ PER HOUR) |
|----------------------------------|--------------------------------|
| Administrative Assistant I | 80 |
| Administrative Assistant II | 96 |
| Administrative Assistant III | 120 |
| Administrative Assistant IV | 160 |
| Administrative Assistant V | 192 |
| Administrative Assistant VI | 213 |
| Administrative Assistant VII | 223 |
| Cultural Resource Specialist I | 106 |
| Cultural Resource Specialist II | 129 |
| Cultural Resource Specialist III | 150 |
| Cultural Resource Specialist IV | 176 |
| Cultural Resource Specialist V | 189 |
| Cultural Resource Specialist VI | 209 |
| Cultural Resource Specialist VII | 221 |
| Engineer I | 126 |
| Engineer II | 146 |
| Engineer III | 170 |
| Engineer IV | 196 |
| Engineer V | 209 |
| Engineer VI | 227 |
| Engineer VII | 254 |
| Engineer VIII | 279 |
| Environmental Scientist I | 106 |
| Environmental Scientist II | 126 |
| Environmental Scientist III | 146 |
| Environmental Scientist IV | 168 |
| Environmental Scientist V | 190 |
| Environmental Scientist VI | 209 |
| Environmental Scientist VII | 225 |
| Environmental Scientist VIII | 249 |
| Landscape Architect I | 112 |
| Landscape Architect II | 134 |
| Landscape Architect III | 158 |
| Landscape Architect IV | 196 |
| Landscape Architect V | 209 |
| Landscape Architect VI | 227 |
| Landscape Architect VII | 246 |
| Planner VII | 254 |
| Surveyor I | 160 |
| Surveyor II | 184 |
| Surveyor III | 208 |
| Technician I | 80 |
| Technician II | 96 |
| Technician III | 112 |
| Technician IV | 132 |
| Technician V | 145 |
| Technician VI | 159 |
| Technician VII | 207 |
| Survey Crew (1 man) | 187 |
| Survey Crew (2 man) | 238 |
| GPR Tester | 242 |
| Professional I | 126 |
| Professional II | 146 |
| Professional III | 170 |
| Professional IV | 196 |
| Professional V | 209 |
| Professional VI | 227 |
| Professional VII | 254 |

The above rates represent all of The Mannik & Smith Group, Inc. direct salary costs; overhead and profit. These rates are subject to periodic adjustment for merit and cost of living increases and will be applied to work as the increases become effective. The time charged for services performed will be according to the actual number of hours worked. Travel time shall be considered as work time. Travel and subsistence expenses, materials and supplies, other direct costs, and out-of-pocket expenses will be charged at cost. For use of automobiles, the existing approved IRS mileage rate will be charged.



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WESTON TOWN CENTER I COLUMBUS, OHIO | CONCEPTUAL SITE PLAN

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