

**ORDINANCE NO. 83-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH T&M ASSOCIATES FOR CONSULTING SERVICES TO IMPLEMENT THE OHIO DEPARTMENT OF DEVELOPMENT BROWNFIELD REMEDIATION PROGRAM GRANT, AND DECLARING AN EMERGENCY.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Professional Services Agreement with T & M Associates for Consulting Services to implement the Ohio Department of Development Brownfield Remediation Program – Assessment Grant for the former Yost Sunoco site located at 426 W. Liberty St.
- SEC. 2:** That the funds to cover the agreement, in the amount of \$385,000.00, are available in Account No. 109-0402-52215 and Account No. 143-0748-52215.
- SEC. 3:** That a copy of the Contract is marked Exhibit A, attached hereto and incorporated herein, and is subject to the Law Director's final review and approval.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason to begin work as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** April 28, 2025      **SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Teresa Knox      **APPROVED:** April 29, 2025  
Deputy Clerk of Council

**SIGNED:** Dennis Hanwell  
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 83-25 ADOPTED BY SAID COUNCIL ON April 28, 2025  
Patty Patton  
CLERK OF COUNCIL

# T&M ASSOCIATES PROFESSIONAL SERVICES AGREEMENT

ORD. 83-25  
Exh. A

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into and made effective as of this \_\_\_\_\_ day of April, 2025 (the "Effective Date").

## 1. PARTIES (individually a "Party" and collectively the "Parties")

CLIENT	T&M Associates
Name: The City of Medina, Ohio (the "Client")	Name: T&M Associates ("T&M")
Address 1: 132 N. Elmwood Ave.	Address 1: 4675 Lakehurst Court
Address 2:	Address 2: Suite 250
City: Medina	City: Columbus
State/Zip: OH/44256	State/ Zip : OH/43016

## 2. GENERAL SCOPE OF SERVICES TO BE PERFORMED

Provide General Description of Scope of Services: *Assist the Client with implementation of the Ohio Dept. of Development Brownfield Remediation Program Assessment Grant for the Former Yost Sunoco Property.* The specific Services performed under this Agreement are detailed in the Proposal/Scope of Services attached hereto and made a part hereof.

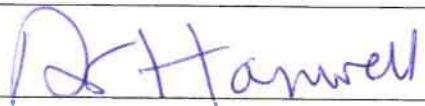
## 3. AGREEMENT

The following documents, as applicable, are attached hereto and are incorporated herein and form part of this Agreement:

- Exhibit A: Proposal/Scope of Services
- Exhibit B: Standard Terms and Conditions for Professional Services
- Exhibit C: Summary of Standard Charges

## 4. EXECUTION

In witness hereof, and in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have caused this Agreement to be executed on the day and year first set forth above.

CLIENT	T&M Associates
Signature: 	Signature:
By: The City of Medina, Ohio	By: T&M Associates
Name: <u>Dennis Hanwell</u>	Name: T. Donald Pinto, PE, CP
Title: <u>Mayor</u>	Title: Vice President

<p><b>EXHIBIT A</b></p> <p><b>T&amp;M ASSOCIATES</b></p> <p><b>PROPOSAL/SCOPE OF SERVICES</b></p>
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T&M's General Scope of Services will be as detailed in the following attachment:

1. Letter proposal from T&M Associates to The City of Medina dated March 18, 2025, 3 pages.



YOUR GOALS. OUR MISSION.

March 18, 2025

Ms. Kimberly Marshall  
Economic Development Director  
City of Medina  
132 N. Elmwood Ave.  
Medina, Ohio 44256

Re: Proposal for Implementation of ODOD Brownfield Remediation Program  
Assessment Grant for the Yost Sunoco Property

Dear Ms. Marshall:

Thank you for the opportunity to submit our proposal to assist the City of Medina, Ohio with the above-referenced project. Presented below are our proposed scope of services, budget and schedule for execution of the project.

### **PROPOSED SCOPE OF SERVICES**

Our proposed project approach is divided into the following tasks based on the requirements specified in the Bureau of Underground Storage Tank Regulations (BUSTR) *2017 Technical Guidance Manual*.

#### **Task 1 - Geophysical Survey and Utilities Clearance**

Under this task, T&M will perform a geophysical survey to confirm the number and volume(s) of orphaned USTs known or suspected to be on the property, as required by BUSTR. Based on historic information, three gasoline USTs (one 10,000-gal and two 4,000 gallons) are located on the property. The surveyor will use electromagnetics (EM) and ground-penetrating radar (GPR) to map out subsurface anomalies, locating and identifying potential USTs as well as underground utilities that may influence closure activities.

#### **Task 2 - Exploratory Trenching**

If the results of the geophysical survey are inconclusive (because of signal interference) or unknown subsurface metal anomalies are revealed in the survey, we will subcontract a BUSTR-Certified UST Installer to conduct exploratory trenching and sample the contents of the known USTs, if accessible. This not only provides the Installer with details necessary to prepare a more accurate cost estimate for closure, but also allows us to refine the scope of verification sampling, stockpile sampling, and potential for groundwater sampling in order to obtain closure.

#### **Task 3 - UST Removal and Site Cleanup Activities**

Once the number and contents of the USTs are confirmed, we will retain the aforementioned BUSTR-Certified UST Installer to remove the USTs, associated piping, and any petroleum-contaminated soils observed during the work, within the requirements of the BUSTR Closure rules and regulations. We will supervise the effort and ensure that the contractor performs the work in accordance with BUSTR rules and regulations, including paying for the BUSTR Inspector to witness and sign-off on the closure activities. T&M will also conduct the required closure sampling from the UST cavity(ies), piping runs, dispenser locations, and soil stockpiles, as necessary.



#### **Task 4 - Tier 1 Investigation and Delineation**

If clean closure is not feasible based on the nature and extent of contamination that may have resulted from historic UST leaks, we will conduct a BUSTR Tier 1 Investigation and Delineation, if necessary, to assess the extent and magnitude of soil and groundwater contamination, as well as potential for volatilization to indoor or outdoor air. All BUSTR-required forms will be completed and submitted based on the results of the assessment.

#### **Task 5 - Sampling Locations Survey**

We will retain the services of a local Ohio-licensed professional surveyor to survey the soil boring and monitoring well locations and elevations. This information will be required as part of the technical evaluations and modeling for the BUSTR closure process as well as for their ultimate issuance of the No Further Action (NFA) determination.

#### **Task 6 - Tier 2 Evaluation / Interim Response Action**

If the Tier 1 Investigation concludes that one or more COCs is present in soil or groundwater at a concentration exceeding an appropriate Action Level, a Tier 2 Evaluation may be necessary. The Tier 2 Evaluation phase allows for the modeling and calculation of Site-Specific Target Levels (SSTLs). Alternatively, Tier 2 Evaluation may be bypassed in lieu of Remedial Action or Interim Response Action. Depending on the nature and extent of the COCs, moving on to a remedial action may be more time and cost-effective than conducting more investigation and modeling. This is often true when COCs are present above Tier 1 Action Levels in shallow and relatively soils but not present in groundwater. Removal and disposal of affected soils may be an economical and timely approach to obtaining a No Further Action determination from BUSTR. Under this task, we will use our knowledge and judgment to assess which approach may be the most effective approach for this project.

#### **Task 7 - No Further Action (NFA) Determination**

Based on the output of the preceding tasks, we will prepare all the required reports documenting the work completed and analytical results for each of the aforementioned steps, with the goal of ultimately obtaining a No Further Action (NFA) declaration from BUSTR for the subject property.

### **PROPOSED BUDGET AND SCHEDULE**

Our not-to-exceed budget for the proposed scope of services is presented in Table 1. Labor and expenses will be billed on a time and materials basis in accordance with a Professional Services Agreement to be executed with the City of Medina, Ohio.

We can begin working on this project immediately upon receiving the authorization to proceed from the City of Medina. The actual schedule will be dependent on the availability of the required subcontractors (geophysical surveyor, driller, Certified UST Installer, etc.); however, we anticipate being able to complete the project within 3-4 months. We can provide the City with a more detailed schedule for each project task following the completion and obtaining the results of the preceding task.

Thank you again for the opportunity to present our proposal and we look forward to hearing from you. If you have any questions or need any additional information, please do not hesitate to contact me at 614.314.0105 or [dpinto@tandmassociates.com](mailto:dpinto@tandmassociates.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Donald Pinto'.

T. Donald Pinto, PE, Ohio VAP CP  
Vice President

Attachment – Table 1

**TABLE 1**  
**PROJECT COST SUMMARY**  
**Former Yost Sunoco, 426 W. Liberty St., Medina, Ohio**

<b>TASK NO.</b>	<b>ACTIVITY</b>	<b>BUDGET</b>
1	Geophysical Survey and Utility Clearance	\$7,500
2	Exploratory Trenching	\$15,000
3	UST Removal and Site Cleanup Activities	\$98,000
4	Tier 1 Investigation and Delineation	\$137,000
5	Sampling Locations Survey	\$5,500
6	Tier 2 Evaluation/Interim Removal Action	\$92,000
7	No Further Action (NFA) Determination	\$30,000
<b>TOTAL PROJECT COST</b>		<b>\$385,000</b>

**EXHIBIT B**  
**T&M ASSOCIATES**  
**STANDARD TERMS AND CONDITIONS**

**Attachments included in this section:**

1. Standard Terms and Conditions for Professional Services (6 pages).





## STANDARD TERMS AND CONDITIONS FOR ENVIRONMENTAL SERVICES

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal / Scope of Services. The term "T&M" refers to T&M Associates. The Client and T&M may be referred to individually as a "Party" or collectively as the "Parties". The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal / Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal / Scope of Services.

### 1. SCOPE OF SERVICES.

- a. Descriptions of the services to be provided by T&M are set forth in the Proposal/Scope of Services (*the "Services"*). Services not set forth in the Scope of Services, or specifically itemized as additional services, are excluded from the scope of T&M's Services (*the "Additional Services"*) and T&M assumes no responsibility to perform such Additional Services. If any Additional Services become necessary during the course of the Project, T&M can perform such Additional Services in accordance with a written agreement between the Client and T&M for such Additional Services.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and / or any associated work authorization until both this Agreement and any applicable work authorization are fully executed and delivered to T&M.

### 2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for Services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time Services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk / special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due and payable thirty (30) days from the date of T&M's invoice. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of one percent (1.0%) per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is PAST DUE, the Client shall be deemed to be in breach of this Agreement and any other agreements between the Client and T&M. If a payment is PAST DUE, T&M may suspend performance of all Services provided to the Client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination in accordance with the payment terms herein.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.
- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates with a corresponding adjustment in fee. All adjustments in rates will be in accordance with generally accepted practices consistent with T&M's procedures.

### 3. STANDARD OF CARE.

The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's Services.



#### 4. OWNERSHIP AND USE OF DOCUMENTS.

All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement (the "Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for Services rendered and costs incurred is made by the Client to T&M in accordance with the payment terms herein, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any reuse, dissemination, or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M.

#### 5. CONFIDENTIALITY.

All information which the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project which the Client designates as confidential, except (i) to the Client or parties designated by the Client; (ii) in response to a subpoena or other similar legal requirements; and / or (iii) if withholding such information could create risk of significant harm to the public. Information which is in the public domain or which is provided to T & M by third parties is not considered confidential. Any information which is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Both Parties may retain copies of any and all Confidential Information, which shall remain confidential, for archival purposes only. The Client authorizes T&M to identify the Client as a T&M client and use photographs or illustrations of the Project and non-confidential information in any sales or marketing literature.

#### 6. CONSTRUCTION COST ESTIMATES.

The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the Proposal / Scope of Services, submit to the Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry, but do not represent or warrant or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost or evaluations prepared or agreed to by T&M. The Client acknowledges that neither T&M nor the Client has control over the cost of labor, materials or methods by which contractors determine prices for bids or construction, competitive bidding markets, or negotiation conditions.

#### 7. RESPONSIBILITY DURING CONSTRUCTION.

T&M's Services during the construction phase are intended to provide the Client a greater degree of confidence that the completed work of contractor(s) will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractor(s) or for any failure of any contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to a contractor furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. T&M shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors, and their respective subs, employees, or agents, or other persons for whom the Client is responsible.

#### 8. SITE CONDITIONS.

T&M shall not be liable for damage or injury to any subterranean structures (*including, but not limited to, utilities, mains, pipes, tanks, and telephone cables*) or any existing subterranean conditions; or the consequences of such damage or injury, if (*with respect to this clause*) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions are encountered in the performance of the Services; or (iii) concealed or unknown conditions in an existing structure are at variance with the conditions indicated by the Proposal / Scope of Services or work authorization.

The Client shall provide to T&M all plans, maps, drawings and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) subterranean structures or existing subterranean conditions be unknown and not identified or shown, or be incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions be encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Proposal / Scope of Services or work authorization; or (iv) unknown physical conditions below

the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and / or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including, but are not limited to, environmental, geotechnical or geologic reports (*hereinafter, collectively, the "Site Condition Reports"*), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on the Site Condition Reports unless T&M agrees in advance to such reliance in writing. The Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose, except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by man-made events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M and / or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the site of the Project. The Client acknowledges that site exploration by T&M and / or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M and / or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the site of the Project and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M and / or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M and / or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to the site conditions.

#### **9. UNANTICIPATED CONDITIONS.**

If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Proposal / Scope of Services, T&M will notify the Client. The Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Proposal / Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the Services effective on the date specified by T&M in writing.

#### **10. HAZARDOUS CONDITIONS.**

In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the site of the Project, or should it become known in any way that such materials may be present at the site of the Project or any adjacent areas that may affect the performance of T&M Services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of Services on the project until the Client takes steps to identify, abate and / or remove the asbestos or hazardous or toxic materials, and to warrant that the site of the Project is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise the Client so the Client may notify appropriate authorities. If the Client fails to act in a responsible manner, T&M may notify the appropriate authorities.

#### **11. INFORMATION PROVIDED BY CLIENT.**

The Client shall provide to T&M all information known about the Project Site as is reasonably known and available to the Client, either directly or indirectly, whether known by a representative of the Client or provided to the Client by a third party. Failure to provide such information to T&M relieves T&M of any liability.

#### **12. REPORTING REQUIREMENTS.**

The Client acknowledges that, under certain circumstances, T&M is legally obligated to notify the appropriate environmental Agency about conditions at the Project Site as set forth in state or federal laws, statutes or guidelines and agrees not to hold T&M or the T&M Environmental Specialist or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated by laws, statutes, regulations or guidelines. In the event any condition is observed by the T&M Environmental Specialist that warrants a notification to the appropriate State Agency in accordance with State laws, statutes or guidelines, T&M will endeavor to notify the Client prior to notifying said Agency.

#### **13. CLIENT NOTICE TO THIRD PARTIES.**

The Client acknowledges that if the Client is not the Project Site owner or person responsible for conducting remediation on the referenced property, that Client has notified the property owner or person / entity responsible for conducting

remediation on the referenced property, and that the property owner or person/entity understands, acknowledges and approves of these reporting obligations by T&M, as defined within the proposed Scope of Services. Client will provide written consent of the Project Site owner for T&M to access the Project Site and to provide the environmental services proposed.

#### **14. CLIENT DELAY OR TERMINATION OF REMEDIAL WORK.**

The Client acknowledges that a State or Federal Agency may impose upon any person responsible for the remediation of a discharge an affirmative requirement to remediate a discharge and to meet regulatory and mandatory time frames. If, for whatever reason, the Client and / or party who is responsible for the remediation of a discharge at the Project Site chooses to stop or delay the remedial work, this shall constitute a breach of the Contract and shall relieve T&M from any further obligation to continue work on the Project Site, and relieve T&M, the T&M Environmental Specialist, and all other T&M employees from any liability arising from the cessation of work. Furthermore, the Client acknowledges that the T&M Environmental Specialist has an obligation to notify the appropriate agencies that the Client has chosen to stop, delay or halt the remedial work and agrees not to hold T&M or the T&M Environmental Specialist or other T&M personnel liable for adhering to the reporting obligations and all other obligations mandated associated with the environmental program.

#### **15. REMEDIAL FAILURE.**

The Client acknowledges that while the work performed by T&M shall be performed in accordance with professional industry standards, T&M does not guarantee the long-term effectiveness of the remedial work. Remedial failure can be caused by factors other than negligence and remains the sole responsibility and legal obligation of the Client and not of T&M. The Client agrees to release T&M from any liability arising from any future remedial failure.

#### **16. ENVIRONMENTAL SPECIALIST TERMINATION OF SERVICES.**

The Client acknowledges that the T&M may terminate services on this Project for any reason and the termination shall relieve T&M, the T&M Environmental Specialist, and all other T&M employees from any further obligations or liability to continue work on the site. The Client acknowledges that the Client's failure to make payment in accordance with the compensation terms of the Contract shall constitute a breach of the Contract and shall relieve T&M from any further obligation or liability to continue work on the Project Site.

#### **17. USE OF ARTIFICIAL INTELLIGENCE.**

T&M may utilize artificial intelligence (AI) technologies in performance of the Services. T&M's use of AI will comply with all applicable laws and regulations and the requirements of these Terms and Conditions. Client acknowledges and consents to T&M's use of AI in providing the Services.

#### **18. FORCE MAJEURE.**

T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to, delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or owner of the Project to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client, consultants or contractors at any level.

#### **19. CONSEQUENTIAL DAMAGES.**

To the maximum extent permitted under applicable law, in no event shall T&M be liable in contract, tort, strict liability, or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to loss caused by delay, commercial loss, or lost profits or revenues or opportunities.

#### **20. INSURANCE.**

- a. LIMITS.** T&M shall maintain for the term of this project the following types of insurance and limits: (i) Worker's Compensation and Employer's Liability insurance, per statutory limits; (ii) Comprehensive General Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; (iii) Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; and (iv) Professional Errors and Omissions insurance with a per claim limit of \$3,000,000. Certificates for policies of insurance will be provided to the PROJECT OWNER upon request.
- b. WAIVER OF SUBROGATION.** Both Parties waive all rights against each other and their respective subconsultants, subcontractors, employees, and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth herein, except such rights as they may to the proceeds of insurance. The waiver shall be effective as to a person or entity (a) even though that person or entity did not pay the insurance premium directly or indirectly, or (b) whether or not the person or entity had an insurable interest in the damaged property.



## **21. LIMITATION OF LIABILITY.**

To the maximum extent permitted under applicable law, the Client and T&M agree that the total liability in contract, tort, strict liability or otherwise, in the aggregate, of T&M and T&M's officers, directors, employees, and agents to Client, and anyone claiming by, through, or under Client, for any and all losses, judgments, injuries, claims, expenses, costs and damages arising out of, resulting from or in any way relating to this Agreement or T&M's Services, shall be limited to T&M's total fee for Services rendered on the Project. The Client hereby releases T&M from any liability above such amount.

## **22. GOVERNING LAW.**

The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

## **23. INDEPENDENT CONTRACTOR.**

Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services under the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of services under this Agreement.

## **24. ASSIGNMENT.**

Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other Party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors.

## **25. WAIVER OF JURY TRIAL.**

The Client and T&M specifically waive their rights to a jury trial to resolve any and all claims, including, but not limited to, those sounding in contract, tort or statute, against the other arising out of or connected in any way to this Agreement and Project because the Parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

## **26. DISPUTE RESOLUTION.**

The Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes to non-binding mediation, where each Party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits.

## **27. SEVERABILITY.**

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

## **28. SURVIVAL.**

The express representations, waiver of consequential damages and the limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement and the termination of this Agreement for any reason.

## **29. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

## **30. ENTIRE AGREEMENT.**

This Agreement (*consisting of (1) Proposal/Scope of Services and (2) Standard Terms & Conditions*) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. In the event the Client provides any kind of work authorization or purchase order whatsoever, verbal or written, for the commencement of T&M's Services or Additional Services, or any portion thereof, prior to the Client's execution of this Agreement, these terms and conditions, including the terms of payment herein, shall govern the Services and Additional Services, if any, performed by T&M and

shall be binding upon the Parties. Any terms and conditions included in or attached to a purchase order or work authorization issued by Client following the execution of this Agreement shall be null and void and not binding upon the Parties, unless both Parties agree to amend this Agreement with such terms and conditions in an amendment signed by both the Client and T&M. In the event of a conflict between the Standard Terms and Conditions and the Proposal / Scope of Services, the Standard Terms and Conditions will control.

<p><b>EXHIBIT C</b></p> <p><b>T&amp;M ASSOCIATES</b></p> <p><b>SUMMARY OF STANDARD CHARGES</b></p>
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**Attachments included in this section:**

1. 2025 Fee Schedule (1 page).
2. Schedule of Miscellaneous Charges (1 page).





## 2025 FEE SCHEDULE

Billing Titles	Billing Rate/Hour
Technical and Field Staff Entry Level	\$75
Field Staff - Grade 1	\$80
Technical Staff - Grade 1, Administrative Support Staff	\$85
Field Staff - Grade 2	\$95
Technical Staff - Grade 2 Professional Entry Level	\$110
Field Staff - Grade 3	\$110
Technical Staff - Grade 3	\$120
Field Staff - Grade 4	\$120
Technical Staff - Grade 4 Professional I	\$140
Field Staff - Grade 5	\$140
Technical Staff - Grade 5 Professional II	\$150
Professional III Supervising Field Staff	\$160
Professional IV Supervising Technical Staff	\$180
Professional V (Field & Support)	\$180
Professional V	\$200
Supervising Professional Unit Supervisor, Professional VI	\$220
Group Manager Professional VII	\$240
Principal, Manager, Professional VIII, IX	\$250

Effective January 1, 2025



## 2025 FEE SCHEDULE

### SCHEDULE OF MISCELLANEOUS CHARGES

**CONTRACTED SERVICES** including subconsultants,  
contracted labor, sub professionals and  
subcontractors.....Invoice  
Cost

#### **DIRECT EXPENSES**

- **Disbursements to agencies, vendors & suppliers**  
Including equipment, interstate transportation; permit, application,  
review & similar fees; printing, plotting, reproduction, binding &  
other graphic services; outside computer services; title, research and  
data services; Courier and express services; project field office  
expense; & out-of-state telephone costs.....Invoice  
Cost
- **Other charges:**
  - Mileage** ..... Commensurate  
With IRS  
Guidelines
  - Travel and Subsistence** ..... Invoice  
Cost

Effective January 1, 2025