



Engineers, Surveyors, Planners, Scientists

March 10, 2025

Katie Behnke
Economic Development Manager
City of Hudson
1140 Terex Road
Hudson, Ohio 44236

Subject: Proposal for Phase I Archaeological Investigation for the Hines Hill Road Property, City of Hudson, Summit County, Ohio

Dear Katie,

EMH&T is pleased to submit our proposal to conduct a Phase I Cultural Resources Management Investigation (Phase I CRM) on a 94.7-acre property located south of Hines Hill Road, and north of the Ohio Turnpike, in the City of Hudson, Summit County, Ohio. The subject property is shown on the attached 'Exhibit A'. A summary of the anticipated scope of work is provided below.

Phase I CRM

EMH&T will complete a Phase I CRM on a 94.7-acre portion of the property located at 996 Hines Hill Road (parcel no. 41724002009000). The work area for the Phase I CRM consists of areas that were previously developed but all buildings have been razed. The remainder consists of wooded and overgrown areas, grassy fields, a pond, and several stream corridors. The fieldwork strategy is to excavate shovel test pit units throughout the property. It is expected that approximately 30 acres of ground are disturbed from prior development. Accordingly, the following services will be provided:

1. Test pit collection at no less than 50-foot intervals on previously undisturbed landforms.
2. Visual inspection of all areas that are previously disturbed, saturated or underwater, and those which the slope gradient exceeds 15°.
3. Analysis and interpretation of all artifacts and sites identified during the fieldwork portion of the survey.
4. Record all newly discovered archaeological sites on Ohio Archaeological Inventory (OAI) forms and all architectural properties on Ohio Historic Inventory (OHI) forms for archival at the Ohio Historic Preservation Office (OHPO).
5. Prepare a report meeting the OHPO's guidelines including descriptions of the fieldwork conducted, results and recommendations for the proposed construction.
6. Submit a digital copy of the report for the use of the client for coordination with OHPO.
7. All artifacts will be returned to the client.

Fees

We are proposing to perform this work for a lump sum fee of \$35,000 (Thirty-Five Thousand Dollars) to include all reimbursables and expenses.

All reports will be delivered electronically via share file PDF. Requested hardcopies of reports will be billed in addition to the quoted fee.

The billing rates established for the referenced scope of services, as set forth under this proposal, are subject to an annual review for adjustment. Any rate adjustment shall be effective as of January 1st of the calendar year.

Right-of-Entry

It is understood that the Client hereby grants EMH&T, Inc. or represents and warrants (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants and subcontractors, for the purpose of obtaining field information pertinent to the subject property.

Invoicing

Invoices for the aforementioned services shall be due and payable within thirty (30) days of issuance. In the event that payment is not made in a timely manner, the overdue balance shall bear interest at a rate of 1.5% per month.

Terms and Conditions

The attached "Terms and Conditions of Professional Service" shall be considered a part of this proposal, and is incorporated in full into this proposal. Unless expressly modified by the parties in writing, this proposal and the accompanying Terms and Conditions of Professional Service shall constitute the final agreement of the parties. By signing this proposal, you are affirming that you have received and reviewed EMH&T's Terms and Conditions of Professional Service, and agree to be bound by the terms and conditions stated therein.

The receipt of a signed copy of this proposal will constitute authorization to begin work. If this proposal is not accepted and executed within ninety (90) days, EMH&T reserves the right to adjust the fee or withdraw the offer to perform the described services. Further, if the services are suspended for more than ninety (90) days, EMH&T shall be entitled to an equitable adjustment in the service fee and/or schedule.

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. If you have any questions, please do not hesitate to call me directly at (614) 775-4515.

Respectfully submitted,

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Robert F. Milligan
Director of Environmental Services
Principal

Enclosures: EMH&T Terms and Conditions (9.18.2024)

Acceptance and Authorization to Proceed

Authorized Signature

Title

Company Name

Print Name and Date

Terms and Conditions of Professional Service

These terms and conditions together with any Proposal attached hereto constitute the entire agreement (“Agreement”) between Evans, Mechwart, Hambleton & Tilton, Inc. (“EMH&T”) and Client as if they were part of one and the same document.

Definitions: “EMH&T” shall refer to Evans, Mechwart, Hambleton, and Tilton, Inc. (D/B/A/ EMH&T, Inc.), an Ohio Corporation, and its employees, agents and subconsultants. “Client” shall refer to the individual person, firm, entity, corporation or municipal subdivision that has entered into a contractual relationship with EMH&T providing for the performance of professional services (“Services”). EMH&T and Client may herein be referred to individually as a “Party” or jointly as “Parties”. “Proposal” shall refer to the written scope of services, unit prices, and/or fixed fee provided by EMH&T to Client describing, if applicable, the nature of the services to be performed by EMH&T or its subconsultants, and the amount and type of compensation to be paid for those services.

Authorization as Representative: Client authorizes EMH&T to take reasonable and appropriate actions on Client’s behalf which are necessary and customary to perform the Services described herein and in the Proposal.

Access to Property and Site Conditions: Client shall obtain, without cost to EMH&T, free right of access for EMH&T to enter upon any land so long as such entry is reasonably necessary to perform said Services. Client understands that Services provided by EMH&T may require drilling, sampling, and other activities that may disrupt use of the property and may disturb, alter, or damage terrain, crops and/or vegetation. Client waives all claims against EMH&T for any losses or damages to the property that is required to perform the Services described herein and is caused by EMH&T’s reasonable disturbance, alteration, or damage to the terrain, crops and/or vegetation. This waiver of claims includes, but is not limited to, the loss of crops, loss of use of the property and the cost to restore the property, unless the damage is caused by EMH&T’s negligence or willful misconduct. EMH&T shall have no obligation to restore the site to its original condition unless the site is altered beyond the requirements necessary to perform the Services, under the Standard of Care.

Client shall make available, to EMH&T, project information and/or documents which would be considered pertinent to EMH&T’s Services hereunder. This may include drawings, plans, specifications, schedules or specific information regarding the project site, the location of any underground utilities, utility services, structures, manholes, and underground storage tanks, etc. EMH&T shall be entitled to reasonably rely upon the accuracy and completeness of such information.

Standard of Care and Liability: EMH&T shall exercise the degree of skill and care ordinarily exercised by members of the same profession practicing under similar circumstances within the same locality at the time of its performance of Services under this Agreement (“Standard of Care”). EMH&T makes no other warranties or representations, whether express or implied, regarding the quality of its Services under this Agreement. Client agrees that the liability of EMH&T, and that of its officers, directors, employees, agents and subconsultants, arising out of EMH&T’s performance hereunder shall be limited to the lesser of EMH&T’s applicable insurance coverage available at the time of settlement or judgment, or the fee amount paid to EMH&T for services performed under this Agreement. Client must bring any cause of action arising under this Agreement within one year from the time the cause of action accrues.

EMH&T shall not be liable for the acts or omissions of any person (other than its employees, agents and subconsultants) who are performing work or services on the project site, nor for any instructions given by Client to any person who is performing work or services on the project site. EMH&T shall not be responsible for any construction means and methods or for job site safety of other parties excepting its agents and subconsultants

Confidentiality of Information: EMH&T shall utilize reasonable measures to maintain the confidentiality of Client’s confidential or proprietary business and project information, including any work or materials created or derived from the information as it relates to services described in the Proposal. Client acknowledges that EMH&T may have past or present contractual relationships with individuals or entities practicing the same or related business in the same geographic area as Client, and/or with government agencies having regulatory authority over Client’s project.

Ownership of Documents: Client agrees that all reports, plans, exhibits, specifications, logs, calculations, opinions of probable construction cost, test data, etc., prepared by EMH&T, its agents and subconsultants, including files in electronic media format are EMH&T’s instruments of professional service (“Instruments of Service”). The Instruments of Service shall remain the sole and exclusive property of EMH&T. Notwithstanding the foregoing and provided Client meets all of its obligations including prompt payment of any undisputed EMH&T invoices, Client shall have a non-exclusive license to use the Instruments of Service for the intended purposes of the project under this Agreement. The Instruments of Service are not to be reused, in whole or in part, by Client on any other projects without the written consent of EMH&T. Client shall not permit or authorize a third party to use the Instruments of Service on another project without the written consent of EMH&T. The Parties agree that files in electronic media format which are produced and/or furnished are provided solely for convenience and use on the project. In the case of any discrepancy between any electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, the Parties make no warranties, either express or implied, with respect to electronic files if such files are provided. Each Party acknowledges the other Party has no liability for any damages or losses resulting from the use of the electronic files.

Indemnification: To the fullest extent permitted by applicable law, each Party agrees to, indemnify and hold harmless the other Party from and against claims, actions, demands, liabilities, costs and expenses (including reasonable legal fees) brought for, or on account of, any injuries, death or damages to any person, entity or property to the proportionate extent caused by, arising out of, or resulting from any negligence, willful misconduct or breach of this Agreement by the indemnifying party and its respective employees, agents and subconsultants. Absent gross negligence or willful misconduct and excluding losses covered under insurance, neither Party shall be liable for loss of profits or revenue, loss of use or opportunity, loss of goodwill, loss of capital or for any incidental, consequential, liquidated or exemplary damages.

Termination and Suspension: This Agreement may be terminated by either Party providing written notice to the other Party no less than ten (10) calendar days in advance of the effective date of the termination. If termination is for cause, the defaulting party shall receive written notice of the cause for such termination and shall have ten (10) calendar days, from receipt of the written notice, to cure such cause. Any undisputed fees, expenses, or amounts owed and due to EMH&T shall be payable immediately upon termination including such amounts reasonably incurred by EMH&T to cease its Services. If the project is suspended for more than ninety (90) calendar days in the aggregate, EMH&T shall be entitled to an equitable adjustment in compensation for any reasonable costs incurred in the resumption of its Services. In addition, EMH&T shall be entitled

to an equitable extension of time to perform its Services and the project schedule shall be adjusted to accommodate such extension based on the delay caused by the suspension.

Compensation and Payment: By accepting the Proposal, Client agrees to pay EMH&T, in the manner described therein, the full amount set forth in the Proposal, unless Proposal is terminated pursuant to the terms contained herein. In the event the Proposal does not provide for a fixed fee or hourly rate schedule for specific services provided, billing shall be on a value basis in accordance with EMH&T Billing Policy. Client shall be invoiced and all invoices shall be due and payable within thirty (30) days of issuance. Unless prior agreement is made in writing, Client is liable for timely payment of invoiced amounts without regard to whether Client has received financing, payments, or income from any source, including funds related to the project for which Services were provided by EMH&T. In the event payment of any undisputed invoice is not made in a timely manner, the overdue balance shall bear interest at a rate of one and one-half percent (1.5%) per month. If Client fails to make payments of undisputed invoices when due or otherwise is in breach of this Agreement, EMH&T may suspend or terminate performance of Services if the failure or breach is not sufficiently cured within ten (10) days after serving written notice to Client. EMH&T shall have no liability whatsoever to Client for any costs or damages as a result of such suspension or termination. In the event legal action is necessary to enforce the payment provisions of this Agreement, EMH&T shall be entitled to collect from Client its proportionate share of any judgment or settlement sums due, and reasonable attorney fees, court costs, interest charges, and other expenses incurred by EMH&T in connection therewith.

Hazardous Materials: Unless otherwise provided in the Proposal, both EMH&T and Client acknowledge that this Agreement does not contemplate the presence at the project site of any hazardous or regulated substances including asbestos. In the event that the presence becomes known of any hazardous or regulated substances on or near the project site, EMH&T may, at its option and without liability for consequential or any other damages, terminate or suspend performance of Services under this Agreement, upon written notice to Client.

Geotechnical Conditions: Unless specifically provided for in the Proposal, EMH&T does not provide geotechnical assessment of soil conditions and shall not be liable to Client for damages or losses related to the soil conditions, design of pavement sections, subgrade, underdrainage, backfill, and related items, whether shown or not shown on a plan prepared by EMH&T.

Americans with Disabilities Act (ADA) Requirements: Client acknowledges that ADA requirements and implementation guidelines change over time and may vary by jurisdiction. Client also acknowledges that ADA compliance involves fine tolerances that are governed by the means and methods of construction. Client further acknowledges EMH&T shall not be responsible for verification or compliance with applicable ADA requirements of the constructed improvements, unless otherwise set forth in the Proposal. EMH&T shall comport to the Standard of Care in the specification of ADA compliant facilities subject to local standards and requirements. EMH&T makes no warranty or representation, either express or implied, that either public or non-public improvements will satisfy ADA requirements, implementation guidelines, and/or local requirements.

Opinions of Probable Construction Cost (OPCC): The Client recognizes EMH&T has no control over the costs of labor, equipment, materials, market conditions, competitive bidding environment or Contractor's methods for pricing. The OPCC is based on EMH&T's reasonable judgment and experience and does not constitute a warranty or guarantee that the Contractor's bid (or price of the work) will not vary from the OPCC. The Parties further acknowledge the OPCC does not include other related project costs including but not limited to the value and cost of professional services, land, rights of way, interest and financing.

Project Submittals: EMH&T's review of submittals, substitutions, and proposed changes and modifications shall be solely for the purpose of confirming that the submitted information is in general conformance with the design and the project objectives. EMH&T shall not be responsible for variations proposed or implemented by Client or any unaffiliated third-party, unless EMH&T consents to such variations in writing. Client shall remain responsible for satisfaction of all project objectives, codes and criteria.

Performance, Delay, and Force Majeure: If a schedule is set forth in the Proposal and agreed upon by the Parties, then EMH&T shall use reasonable efforts to perform according to said schedule. Client acknowledges that EMH&T's performance often involves public agencies and other parties that can have substantial impact on the project schedule, including delayed or excessive reviews of project documents. Client further acknowledges delay(s) in performance caused by these events are beyond the reasonable control of EMH&T. Neither Party shall be liable to the other Party for delay(s) in performance, or for direct or indirect costs, that may result from acts or events including but not be limited to acts of God, acts of governmental authorities acting under emergency powers, unusual weather, floods, epidemics, strikes, lockouts, protest demonstrations, and unanticipated site conditions or other causes beyond the reasonable control of either Party.

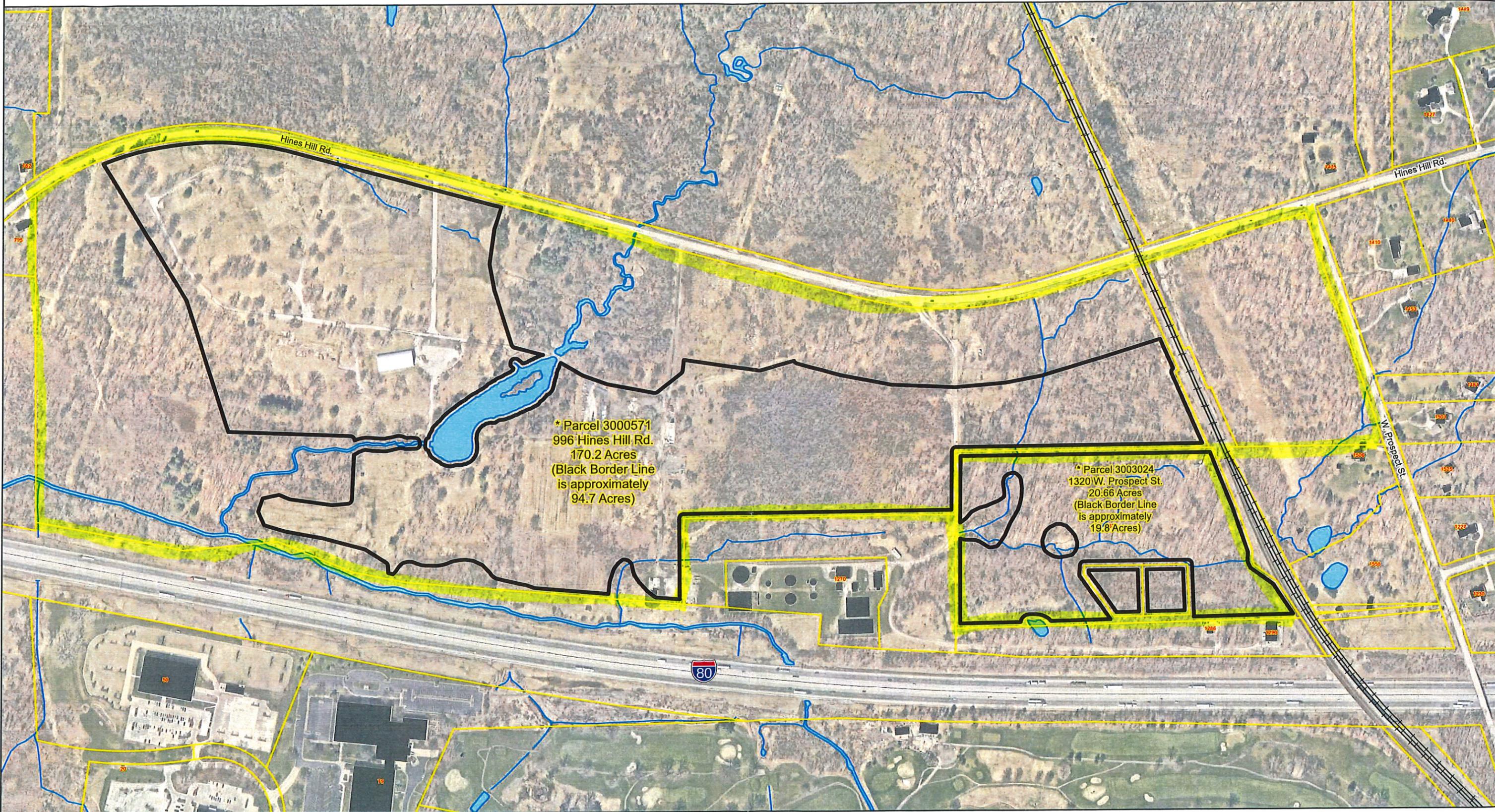
Notice, Disputes, Jurisdiction and Venue: Any notice to be given under this Agreement shall be in writing and shall be deemed duly given when delivered personally, or three (3) business days after transmission by email or deposit in the United States mail (certified or registered mail) with postage prepaid and return receipt requested or one (1) business day after deposit via overnight mail with a nationally recognized courier service. The notice shall be addressed to EMH&T or Client agent that signed the Proposal. Disputes that cannot be resolved, through a mutual good faith effort by the Parties, shall be submitted to mediation prior to the initiation of litigation by either Party. Client and EMH&T agree to the exclusive jurisdiction of Ohio courts and specifically to venue in the applicable court of Franklin County, Ohio for all actions, proceedings or disputes arising from, relating to, or in connection with this Agreement.

Applicable Law and Survival: The validity, performance, and interpretation of this Agreement shall be according to the laws of the State of Ohio. All obligations arising prior to the completion or termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between EMH&T and Client shall survive the completion of Services and the termination of this Agreement.

Assignment and Addendum: Neither Party shall assign or transfer its interest in this Agreement without the written consent of the other Party. Consent to such assignment or transfer shall not be unreasonably withheld. This Agreement may not be amended except in a writing executed by both EMH&T and Client. No alterations or modifications to the Proposal or these terms and conditions shall be effective unless affirmatively agreed to in writing by both Parties.

Binding Effect of Agreement: This Agreement shall be binding upon and inure to the benefit of the Parties thereto, their successors and assigns. If and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, then the remainder of this Agreement shall not be affected and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Hudson Property - Former YDC Property



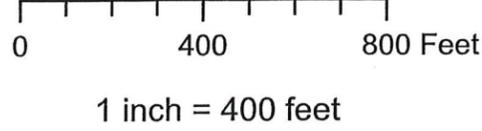
* Parcel 3000571
996 Hines Hill Rd.
170.2 Acres
(Black Border Line
is approximately
94.7 Acres)

* Parcel 3003024
1320 W. Prospect St.
20.66 Acres
(Black Border Line
is approximately
19.8 Acres)

Parcels (part of the Letter of Intent)	Lakes & Ponds
Parcels	Buildings
Rivers & Streams	

EXHIBIT A

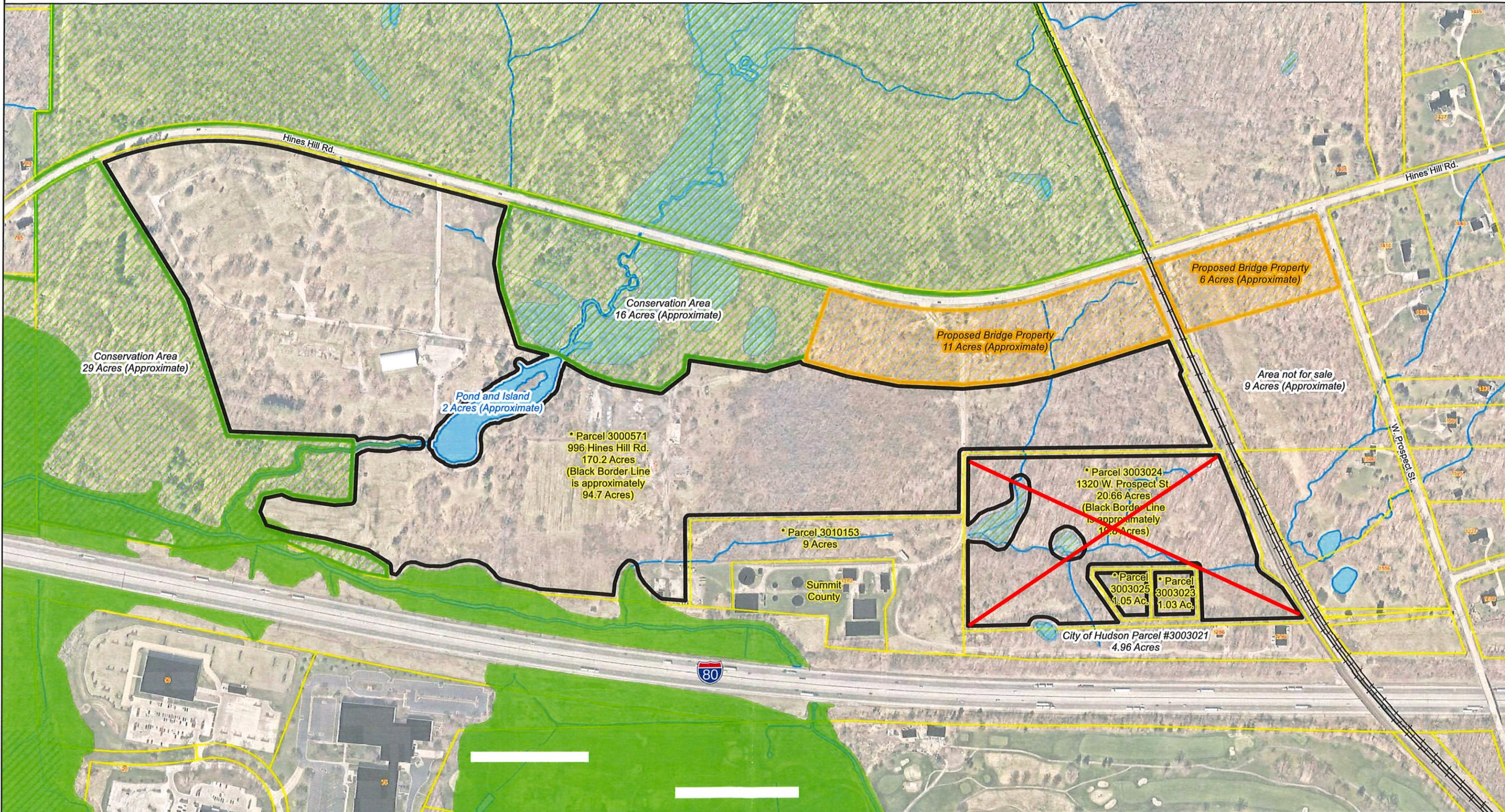
* Parcels part of the letter of intent offer.
(Pending Title Work)



Map compiled: May 3, 2022

DISCLAIMER:
All data on this map were created for the City of Hudson to assist City Departments in management and planning activities. The suitability of this map for any other use is not guaranteed and the user assumes all risk for such uses. The City of Hudson, Ohio, assumes no legal responsibility for the information on this map. Users noting errors or omissions are encouraged to contact the City of Hudson Geographic Information Services at 330-342-8329.

Hudson Property - Former YDC Property



* Parcel 3000571
996 Hines Hill Rd.
170.2 Acres
(Black Border Line
is approximately
94.7 Acres)

* Parcel 3010153
9 Acres

* Parcel 3003024
1320 W. Prospect St
20.66 Acres
(Black Border Line
is approximately
10.8 Acres)

* Parcel
3003025
1.05 Ac.

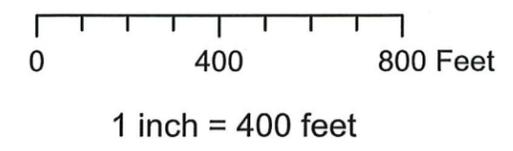
* Parcel
3003023
1.03 Ac.

City of Hudson Parcel #3003021
4.96 Acres

	Parcels (part of the Letter of Intent)		Conservation Easement
	Parcels		Rivers & Streams
	Bridge Parcels		Lakes & Ponds
	Wetlands		Buildings
FEMA Floodplains		Flood Zone	
			A
			AE

EXHIBIT A

* Parcels part of the letter of intent offer.
(Pending Title Work)



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