



PUBLIC WORKS • 1769 Georgetown Road • Hudson, Ohio 44236 • (330) 342-1750

REQUEST FOR PROPOSAL

ENGINEERING SERVICES

For

HVAC IMPROVEMENTS TO VARIOUS CITY BUILDINGS

**For the City of Hudson
Summit County, Ohio**

March 8, 2022

Part I - General Proposal Information and Requirements

A. Project Introduction

The City of Hudson, Ohio (City) is soliciting proposals from Professional Engineering Firms for HVAC engineering services, and associated engineering services of other engineering disciplines (such as, but not limited to, electrical and plumbing engineering), to develop bid and construction documents for HVAC system improvements in the following five (5) City buildings:

1. City Hall
2. Old Town Hall
3. Police Station
4. EMS/Fire Station
5. Barlow Community Center

The purpose of this project is to implement HVAC improvements that include mitigation strategies at all buildings to reduce exposure to airborne infectious aerosols, and HVAC control and comfort improvements at the City Hall building.

B. Background

The City of Hudson is located in northern Summit County, Ohio with a population of 22,500. The City is approximately 25 square miles. The City is primarily a residential community with commercial, retail, office, and some light industrial areas, which are mainly on the south and west borders of the City. The buildings in this project are located throughout the City.

C. Issuing Department

The City of Hudson Public Works Department prepared the RFP for this project. Questions relating to its contents shall be addressed to Mr. Frank Comeriato, Asst. City Manager – Operations, at fcomeriato@hudson.oh.us.

D. Engineering Firm Qualifications

All prospective Engineering Firms must be authorized by The State of Ohio, State Board of Registration for Professional Engineers and Surveyors, to provide professional engineering services in the State of Ohio. Firms must clearly demonstrate and document relevant engineering experience related to the scope of work for this project.

E. Engineering Firm Responsibilities

The Firm shall be capable of providing all the professional engineering services as described under the Scope of Services and to maintain those capabilities until the project is successfully finished.

F. Completeness of the Proposal

1. The proposal shall address all items completely in accordance with the

format provided within this proposal & shall be signed by an officer of the Firm authorized to bind the Firm to its stated provisions.

2. The contents and commitments in the proposal shall remain firm for one hundred (120) calendar days from the submittal due date.

G. Scope of Project

The general scope of this project is described in **Appendix A** under Project Description.

H. Scope of Services

The expected work to be performed by the Engineering Firm is described in **Appendix B** under Scope of Services.

I. Project Schedule

The tentative project proposal schedule is as follows:

Proposed Milestones	Date
RFP Release	March 8, 2022
Proposal due date	March 29, 2022
Evaluate Proposals	March 30 - April 5, 2022
City Council Workshop	April 26, 2022
City Council Meeting (if passed upon consent)	May 3, 2022

J. Responses

One (1) electronic version of the Firm’s Proposal (PDF Format) shall be submitted to the City, Attn: Mr. Frank Comeriato, Asst. City Manager – Operations, at fcomeriato@hudson.oh.us, **by 4:00 P.M. local time, Tuesday, March 29, 2022.** No proposals will be accepted after the above date and time.

K. Acceptance of Proposal Content

The completeness and content of the proposal will be the basis for the initial evaluation. Further information may be requested, as required, including the possible interview of one or more of the Firms.

L. Contract

A formal contract will be entered into with the recommended Firm and the City once City Council has approved the selection. The approved Firm will be required to sign the City of Hudson - Standard Contactor Agreement.

M. Engineering Firm Compensation Reimbursement

After the execution of the contract with the selected Firm, the City of Hudson will conduct the compensation reimbursements in accordance with the following guidelines:

1. Invoices submitted by the Firm shall be in a format approved by the City of Hudson and consistent with the present policies of the City. The City will not be subject to any type of late fees or penalties associated with any invoice submitted as part of this project. Failure to comply with this provision will serve as cause for termination of the contract. The approved purchase order number shall be on all invoices.
2. The type of compensation for this project shall be in accordance with the information found in the section identified as **Fee** in **Part II - Proposal Format**.

N. Rejection of Proposals

The City of Hudson reserves the right to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever, to serve the best interests of the City. Failure to provide all requested information in the format stated below may serve as cause for rejection of the proposal.

O. Incurred Cost

The City of Hudson will not be liable for any cost incurred by the Firm for any work performed during this proposal process and including the executing of a contract, prior to the execution of a contract for professional services.

Part II - Proposal Format

- A. The proposal shall be simple to follow and understand and in an 8 ½ " by 11" PDF format. The text shall be concise, complete, and clearly written. All responses shall be the property of the City and will not be returned. During the evaluation process, the City reserves the right to request additional information or clarification from the Firm if needed.
- B. Engineering Firms shall be evaluated based on the following submitted information:
 1. **Cover Page and Background**
Provide a brief and concise history of the company listing corporate officers, total years in business, general experience and specific capabilities that relate to this project. State the location of the business.
(2 pages maximum)
 2. **Insurance**
Provide certification that the Firm currently has the following insurance: (a) Workmen's Compensation Insurance, (b) Professional Liability Insurance (Errors and Omissions) of not less than \$1,000,000 and (c) Comprehensive Public Liability Insurance of not less than \$2,000,000. The Firm shall maintain during the course of the project, until acceptance by the City, the insurance components noted above.
(3 pages maximum)

3. **Consultant Background / Related Project Experience**
Provide descriptions of at least three (3), but no more than five (5), current or previous HVAC improvement projects your Firm has performed, which are similar in scope to this project. The Firm shall provide references with contact name, address, email address and phone number of the person who would have the most knowledge of your Firm's performance on those projects. At least three (3) of the references shall be Governmental references. Include information regarding change orders for each project and percentage of the project cost.
(1 page maximum per project)

4. **Project Manager / Lead Project HVAC Engineer**
The Proposal shall designate the Project Manager and Lead Project HVAC Engineer for the Firm on this RFP and project. This may be the same person. The Project Manager shall have intimate knowledge of the project details, through whom the City of Hudson may communicate through the course of the project. This shall include questions concerning all aspects of the project, including the Firm's invoices and the status of all items in the project. Provide a professional resume for the Project Manager and Lead Project HVAC Engineer.
(1 page maximum per person / 2 pages maximum)

5. **Understanding of the Project**
The statement of understanding shall be concise, complete and shall be based upon the requirements of the RFP. The Firm shall include the nature of services your Firm is proposing for the project, and any concerns or innovative resources which may be anticipated. Include a description of the Firm's intended design strategy for the project and quality assurance processes.

Any tasks the Firm lists in the **Understanding of the Project** that the Firm feels are missing in this RFP, but required for the completeness of the project, shall be detailed in a separate fee schedule.
(1 page maximum)

6. **Design Phase Schedule**
A schedule shall be provided for the design phase of the project, indicating the time for the completion of the **Scope of Services**. The schedule shall be based on receiving City Council approval to start the project design. If approved upon consent during the May 3, 2022, Council Meeting, project design may begin June 2, 2022.
(1 page maximum)

7. **Fee**
A lump-sum fee based on the **Scope of Services** and the overall RFP shall be provided as a part of the Proposal. The fee shall be broken down in the following phases:
Construction Documents

Bidding Assistance
Construction Administration – Phases 1 and 2
(1 page maximum)

8. **Additional Information**

The submission of additional pertinent information beyond the requirements of this RFP is acceptable.

(1 page maximum)

9. Maximum number of pages for entire proposal: 16.

C. Example of the valuation and Selection Criteria:

	City Evaluation Criteria of Proposal	Points
1	Consultant Background / Related Project Experience	20
2	General HVAC Improvement Experience: Experience of assigned staff (Project Manager and Lead HVAC Engineer)	10
3	Understanding of the Project and Schedule	15
4	Project References	5
5	Thoroughness of Proposal and RFP Response	10
6	Cost/Fee Proposal	25
7	Quality Control and Assurance Procedures	10
8	Projects Change Order Percentages	5
Total Possible Points		100

The City has the option to revise rating criteria at its discretion.

The City may request an oral interview of any respondents prior to the final scoring and selection. In the event an oral interview is performed, the Firms will be provided advanced notice of three (3) working days. Meeting shall be virtual style meetings.

The City reserves the right to amend the terms of this RFP, to circulate various addenda, or to withdraw the RFP.

D. Governing Law and Venue

In the event of any litigation, the submittal documents, specifications, agreement, and related matters shall be governed by and construed in accordance with the laws of the State of Ohio. Venue shall be with the appropriate state or federal court located in Summit County, Ohio.

Appendix A

Project Description

This project consists of HVAC Improvements to the following five (5) City buildings:

1. City Hall
2. Police Station
3. Fire and EMS Building
4. Barlow Community Center
5. Old Town Hall

HVAC Improvements include the addition of mitigation strategies at all buildings to reduce exposure to airborne infectious aerosols, and HVAC control and comfort improvements at the City Hall building.

The project will be split into two (2) construction phases to be completed in 2022 and 2023, as described in **Appendix B**.

Each building is described in additional detail in **Appendices B1 through B5**.

Appendix B

Scope of Services

All work for all buildings described in this RFP will be assembled as single project (single Bid package) to be issued to Bidders for the bidding and construction of the improvements. The Construction Phase will be split into two (2) phases as follows:

1. The City has approved work totaling \$200,000.00 to be completed in 2022.
2. The remaining work will be completed in the first half of 2023.

Engineering scope of services includes, but is not limited to, the following: The selected Engineering Firm shall provide all required services to complete the requirements of this RFP.

Design Phase:

On-site review of existing systems, equipment, installation, and relevant conditions.

Engineering for HVAC improvements, including HVAC engineering and other engineering disciplines required to support the HVAC improvements (such as, but not limited to, electrical and plumbing engineering).

Equipment selection and specification.

Construction Documents indicating the scope of work for the Bidders.

Documents shall include at a minimum:

Technical specifications (book format)

Drawings

Develop Probable Costs of Construction. The probable costs will be used to strategize the construction phasing.

Bid Phase Assistance:

Respond to RFI's from Bidders.

Create addendum as required.

Assist City with the review of bids.

Construction Phase:

Attend pre-construction meeting with selected Contractor.

Review submittals.

Visit project sites as follows to perform construction observation:

Four (4) site visits for the City Hall.

Two (2) site visits for each of the remaining buildings.

Submit a written report of observations after each site visit. The last site visit will be a final punch list.

Review closeout documents submitted by Contractor.

Existing Documents:

Existing HVAC drawings are available in PDF format for the City Hall and Police Station only. Drawings for other buildings are not available. Electronic CAD files of existing floor plans for any of the buildings are not available.

Refer to the following **Appendices B1** through **B5** for descriptions of each building.

The description of the Proposed HVAC Improvements for each building is intended to provide a cursory summary of the general scope of work for each building. The engineering services for this project provided by the Engineering Firm shall meet the requirements of the project, and not be limited by an interpretation of the cursory nature of the descriptions of the Proposed HVAC Improvements.

The descriptions of the Proposed HVAC Improvements are not intended to limit alternative design strategies proposed by the Engineering Firm. Alternative strategies may be reviewed during the design phase of the project.

Where Needle Point Bipolar Ionization (NPBPI) equipment is recommended, the equipment shall meet the requirements of UL 2998.

Appendix B1

Building name and location

City Hall
1140 Terex Road
Hudson, Ohio 44236
Approximate floor area = 28,000 SF

Existing HVAC System Description

The building is served two (2) nominal 40-ton packaged rooftop units (RTU), electric heat with electric DX cooling. The building air distribution system originally consisted of Carrier Moduline VAV diffusers. In 2018/2019, some of the Moduline diffusers were removed and replaced with VAV terminal units and ceiling air diffusers. The remaining Moduline diffusers are in poor condition, most are not operable.

Building heating is provided by a central boiler plant with two (2) gas-fired, condensing type boilers, with two (2) in-line pumps with integral VFDs. The building has perimeter finned tube radiation. All exposures of the building are on the same piping circuit and control. This arrangement is causing overheating on various exposures throughout the day.

The Building Automation System is a KMC System, Tridium based, and controls the new VAV terminal units installed in 2018/2019 and the boiler plant.

The building was originally used as a call center with significantly higher occupants load and computer equipment loads than the current building occupancy and use. The cooling capacity of the RTUs appear to be oversized. During the cooling season, the building experiences high indoor humidity throughout the building and over-cooling in specific areas.

The building has a single toilet exhaust fan, downblast type, that is located near the RTUs, within the screen wall. This arrangement allows for the potential recirculation of exhaust air into the east RTU.

The building includes ductless mini-split systems for I.T. equipment rooms and other back of house spaces.

Description of Proposed HVAC Improvements

Replace the two (2) RTUs with new packaged RTUs. The RTUs shall include, at a minimum, the following components:

1. Electric DX cooling
2. Electric heat
3. Supply fan with VFD
4. Return/exhaust fan or exhaust fan with VFD
5. Pre-filter, MERV 8
6. Final filter, MERV 14
7. Hot gas reheat

The heating and cooling capacity of the new RTUs shall be determined by the Engineering Firm performing HVAC calculations based on the existing building and the current building use. Calculate the required ventilation (outdoor air) per the current Ohio Mechanical Code. Each RTU shall have 5%-10% additional airflow, cooling, and heating capacity above the calculated value, to accommodate potential future changes to the building occupancy and use.

One of the RTUs was installed in 2013. Consideration may be given to reusing this RTU, provided that the RTU capacity is not oversized and that the RTU can properly address the building humidity and HVAC issues for the areas served by the RTU.

The new RTUs shall set on the existing roof curbs using a curb adapter.

The new RTUs shall provide an occupied and unoccupied dehumidification sequence.

Modifications to the air distribution system include the following:

1. The existing supply air and return air duct mains shall be reused.
2. Where Moduline diffusers were removed and replaced with VAV terminal units and ceiling diffusers in 2018/2019, this work shall remain unchanged, except in the Council Chamber as follows:
 - a. The Council Chamber is served by (2) VAV terminal units and related air distribution ductwork and ceiling diffusers.
 - b. One of the VAV terminal units serves both the Council Chamber and adjacent conference room.
 - c. Provide a new dedicated VAV terminal unit for the conference room with space temperature sensor. The (2) existing terminal units shall be dedicated to the Council Chambers.
3. VAV terminal units and related controls will be installed to control air flow, in lieu of the existing Moduline diffusers.
 - a. In general, the VAV terminal units shall be cooling only, no reheat coils. If it is determined that specific VAV zones require reheat to maintain comfort and ventilation, then an electric reheat coil shall be considered.
 - b. The number of VAV terminals and zoning shall be determined by the Engineering Firm in discussions with the City.
 - c. Interior and exterior zones shall not be mixed on the same VAV terminal unit. Zones of dissimilar use shall not be mixed on the same VAV terminal unit.
 - d. A preliminary estimate of the number of new VAV zones is 25-30.
 - e. Ductwork modifications will be required to combine spaces onto a common VAV terminal unit.
4. To minimize work related to the ceiling grid and ceiling tiles, the City's intent is to remove the inner components of the Moduline VAV diffusers and use the remaining Moduline body as a linear diffuser.

Provide NPBPI devices for each RTU system.

Modifications to the heating hot water system include the following:

1. The existing central plant shall remain unchanged (boilers and pumps).
2. Revise the heating hot water distribution piping to provide multiple piping circuits. At a minimum, each exposure shall be served by a separate circuit. Each circuit shall include a control valve to limit heat hot water flow when overheating conditions occur.
3. Heating hot water flow to terminal heating equipment, such as cabinet unit heaters and unit heaters, shall be independent of any control valves serving the new piping circuits.

Replace the existing rooftop downblast toilet exhaust fan as follows:

1. The existing exhaust ductwork in the building shall be reused.
2. Remove the existing exhaust fan and provide a new utility type exhaust fan connecting to the existing building exhaust ductwork.
3. Extend a discharge duct vertically from the exhaust fan. The discharge duct shall terminate near the top of the screen wall. The discharge duct shall not be visible from outside the screen wall.
4. Balance exhaust airflow for the entire system.

All work in this project shall be integrated with the existing Building Automation System. Update the building graphics and user interface.

The areas of the building served by the ductless mini-split systems are not included in the scope of work for this project.

Appendix B2

Building name and location

Police Station
36 South Oviatt Street
Hudson, Ohio 44236
Approximate floor area = 25,000 SF

Existing HVAC System Description

Most of the building is served by a single indoor, VAV, modular air handling unit (AHU), nominal 17,500 CFM. The AHU includes a hot water heating coil and DX cooling coil with an outdoor condensing unit. The AHU filter section includes 2" thick pleated pre-filters and 12" high efficient final filters (Airguard V-Force).

Air distribution system includes VAV terminal units with hot water reheat coils and ceiling diffusers. Cabinet unit heaters and unit heaters are used for heating in specific areas.

The dispatch area is served by a split-system fan coil unit (FCU), nominal 1,500 CFM. The FCU includes a hot water heating coil and DX cooling coil with an outdoor condensing unit. The return air duct includes a filter rack for 4" thick MERV 7 filters.

Description of Proposed HVAC Improvements

For the indoor AHU, provide the following improvements:

1. Provide NPBPI device.
2. The existing 2" MERV 8 pre-filters shall remain.
3. Replace the 12" MERV 13 filters with 12" MERV 14 filters. Replace filter rack as required. Evaluate the fan capacity for performance with the additional filter pressure drop.
4. Calculate the required ventilation (outdoor air) per the current Ohio Mechanical Code.
5. Balance the AHU airflow to provide the original supply air and return air, and to provide the calculated ventilation (outdoor air).
6. Verify that the outdoor air and return air dampers function properly to provide ventilation air during occupied hours of the building.

For each FCU, provide the following improvements:

1. Provide NPBPI device.
2. Replace the 4" MERV 7 filters with 4" MERV 13 filters. Evaluate the fan capacity for performance with the additional filter pressure drop.
3. If required to reduce the air pressure drop across the MERV 13 filters, to accommodate the performance limitations of the existing supply fan, modify the return air ductwork to provide transitions to a larger filter face area
4. Calculate the required ventilation air (outdoor air) per the current Ohio Mechanical Code.
5. Balance the FCU airflow to provide the original supply air and return air, and to provide the calculated ventilation air (outdoor air).
6. Verify that the outdoor air and return air dampers function properly to provide ventilation air during occupied hours of the building.

Appendix B3

Building name and location

Fire and EMS Building
40 South Oviatt Street
Hudson, Ohio 44236

Approximate floor area within project scope = 15,000 SF

Existing HVAC System Description

The office and staff areas are served by six (6) single zone packaged rooftop HVAC unit (RTU) with gas heating and electric DX cooling. Each RTU includes 2-inch MERV 8 filters.

Through the wall packaged terminal air conditioning units (PTAC) are used for one (1) office area and the exercise room.

The vehicle areas are served by heating and ventilating systems only.

Description of Proposed HVAC Improvements

For each RTU, provide the following improvements:

1. Provide NPBPI device.
2. Replace the 2" MERV 8 filters with 2" MERV 13 filters. If the RTU filter racks can be field modified to accept 4" MERV 13 filters, have the filter racks modified and use 4" filters. Evaluate the fan capacity for performance with the additional filter pressure drop
3. Calculate the required ventilation (outdoor air) per the current Ohio Mechanical Code.
4. Balance the RTU airflow to provide the original supply air and return air (or nominal nameplate airflow), and to provide the calculated ventilation (outdoor air).
5. Verify that the outdoor air and return air dampers function properly to provide ventilation air during occupied hours of the building.

The vehicle areas and the areas of the building served by PTAC units are not included in the scope of work for this project.

Appendix B4

Building name and location

Barlow Community Center
41 South Oviatt Street
Hudson, Ohio 44236
Approximate floor area = 10,000 SF

Existing HVAC System Description

The building is served by the following equipment:

1. Two (2) nominal 5-ton RTUs.
2. Two (2) nominal 3-ton RTUs.
3. Two (2) nominal 3-ton furnaces.

The RTUs are packaged, single-zone units, constant volume, gas-fired heating with electric DX cooling. RTUs have 2" MERV 8 filters.

The furnaces are single-zone, constant volume, gas-fired condensing type heating, with electric DX cooling. Each furnace includes a filter rack for 1" thick MERV 7 filters located in the return air duct.

Description of Proposed HVAC Improvements

For each RTU, provide the following improvements:

1. Provide NPBPI device.
2. Replace the 2" MERV 8 filters with 2" MERV 13 filters. If the RTU filter racks can be field modified to accept 4" MERV 13 filters, have the filter racks modified and use 4" filters. Evaluate the fan capacity for performance with the additional filter pressure drop
3. Calculate the required ventilation (outdoor air) per the current Ohio Mechanical Code.
4. Balance the RTU airflow to provide the original supply air and return air (or nominal nameplate airflow), and to provide the calculated ventilation (outdoor air).
5. Verify that the outdoor air and return air dampers function properly to provide ventilation air during occupied hours of the building.

For each furnace, provide the following improvements:

1. Provide NPBPI device.
2. Replace the 1" MERV 7 filters with 4" MERV 13 filters. Modify filter rack in the return air ductwork. Evaluate the fan capacity for performance with the additional filter pressure drop.
3. If required to reduce the air pressure drop across the MERV 13 filters, to accommodate the performance limitations of the existing supply fan, modify the return air ductwork to provide transitions to a larger filter face area.
4. Calculate the required ventilation air (outdoor air) per the current Ohio Mechanical Code.
5. Balance the furnace airflow to provide the original supply air and return air (or nominal nameplate airflow), and to provide the calculated ventilation air (outdoor air).
6. Verify that the outdoor air and return air dampers function properly to provide ventilation air during occupied hours of the building.

Appendix B5

Building name and location

Old Town Hall
27 East Main Street
Hudson, Ohio 44236
Approximate floor area = 9,000 SF

Existing HVAC System Description

The building is served by five (5) single-zone, constant volume, split-system fan coil units (FCU). Each FCU includes a duct mounted hot water heating coil and DX cooling coil with outdoor condensing unit. Each FCU includes a filter rack for 4" thick MERV 7 filters located in the return air duct. At least one of the FCUs includes a non-operational "Oxy-Gen" Purification device.

Description of Proposed HVAC Improvements

For each FCU, provide the following improvements:

1. Provide NPBPI device.
2. Replace the 4" MERV 7 filters with 4" MERV 13 filters. Evaluate the fan capacity for performance with the additional filter pressure drop.
3. If required to reduce the air pressure drop across the MERV 13 filters, to accommodate the performance limitations of the existing supply fan, modify the return air ductwork to provide transitions to a larger filter face area
4. Calculate the required ventilation air (outdoor air) per the current Ohio Mechanical Code.
5. Balance the FCU airflow to provide the original supply air and return air (or nominal nameplate airflow), and to provide the calculated ventilation air (outdoor air).
6. Verify that the outdoor air and return air dampers function properly to provide ventilation air during occupied hours of the building.

Where the "Oxy-Gen" Purification devices are installed, the devices shall be removed, including electric power to the devices.

Attachment provided to the Consultants for information purposes to use for their proposals:

Attachment 1 – City of Hudson Standard Contract Agreement for Consultants

Thank you.

Respectfully,

Frank J. Comeriato, Jr. March 7, 2022

Frank J. Comeriato, Jr.
Asst. City Manager–Operations

Eric Hutchinson March 7, 2022

Eric Hutchinson
Asst. Public Works Director - Service



PUBLIC WORKS • 1769 Georgetown Road • Hudson, Ohio 44236 • (330) 342-1750

**AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
CITY OF HUDSON
AND
[CONSULTANT]
For
[PROJECT NAME]**

THIS AGREEMENT (“Agreement”) for Professional Services, (together with the attachments hereto - Attachment A – CONSULTANT’s Proposal and Attachment B – OWNER’s Request for Proposal) dated and effective as of _____, 20____ (the “Effective Date”), is hereby made and entered into by and between the **City of Hudson**, a municipal corporation, (hereinafter “OWNER”) having a place of business located at **1140 Terex Road, Hudson, Ohio 44236**, and _____ **[consultant name]** (hereinafter “CONSULTANT”) having a place of business located at _____ **[consultant address]**.

Under the authority of Resolution No. _____ passed _____, 2022, the OWNER agrees to employ the CONSULTANT to furnish engineering services as outlined in Attachments A and B of this Agreement for improvements related to _____ Project in the amount of _____ (\$_____). The CONSULTANT will also furnish required Additional Services and those requiring authorization in advance as outlined in Section 1.2 of this Agreement.

OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by OWNER, as set forth below. All of such services, however, will be furnished by CONSULTANT only after authorization by OWNER and upon agreement as to the fees therefor.

1. Definitions

1.1. Standards of Performance

1.1.1. **Standard of Care.** The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT’s profession practicing under similar circumstances.

1.1.2. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

1.1.3. CONSULTANT shall perform for or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as OWNER’s prime professional for the Project. CONSULTANT may employ such sub-consultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any sub-consultant unacceptable to CONSULTANT.

1.1.4. CONSULTANT and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER’s responsibilities or to CONSULTANT’s scope of services, times of performance, or compensation.

1.1.5. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of CONSULTANT.

1.1.6. CONSULTANT shall not be responsible for the acts or omission of any CONTRACTOR, subcontractor or supplier, or of any of the CONTRACTOR's agents or employees or any other persons (except CONSULTANT's own employees and subcontractors) at the Site or otherwise furnishing or performing any of the CONTRACTOR's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of CONSULTANT.

1.2. *Definitions.*

Wherever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.2.1. *Additional Services.* The services to be performed for or furnished to OWNER by CONSULTANT requiring prior authorization by the OWNER before commencement.

1.2.2. *Agreement.* This Agreement between OWNER and CONSULTANT for Professional Services.

1.2.3. *Construction Contract.* The entire and integrated written agreement between OWNER and Contractor concerning the Work.

1.2.4. *Construction Cost.* The cost to OWNER of those portions of the entire Project designed or specified by CONSULTANT. Construction Cost does not include costs of services of CONSULTANT, or other design professionals and consultants, the cost of land, rights-of-way, or compensation for or damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER. Construction Cost is one of the items comprising Total Project Costs.

1.2.5. *CONTRACTOR.* An individual or entity with whom OWNER enters into a Construction Agreement.

1.2.6. *Contract Documents.* Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and CONTRACTOR, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and CONSULTANT's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.2.7. *Contract Times.* The number of days or dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by CONSULTANT's written recommendation of final payment.

1.2.8. *Direct Labor Costs.* Direct Labor Costs mean salaries and wages paid to all the CONSULTANT's personnel engaged directly on the project.

1.2.9. *Drawings.* That part of the Contract Documents prepared or approved by CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings are not Drawings as so defined.

1.2.10. *CONSULTANT's Sub-Consultant.* Individuals or entities having a contract with CONSULTANT to perform or furnish services as CONSULTANT's independent professional associate or consultant engaged directly on the Project.

1.2.11. *General Conditions.* That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by CONTRACTOR with respect to the Project.

1.2.12. *Hazardous Environmental Condition.* The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to person or property exposed thereto in connection with the Work.

1.2.13. *Laws and Regulations; Laws or Regulations.* Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

1.2.14. *Payroll Costs.* Payroll costs mean Direct Labor Costs as defined in Paragraph 1.2.8.; plus the current cost of customary and statutory benefits, including, but not limited to social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits.

1.2.15. *Record Drawings.* The Drawings as issued for construction on which the CONTRACTOR, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which CONSULTANT considers significant based on record documents furnished by CONTRACTOR to CONSULTANT and which were annotated by CONTRACTOR to show changes made during construction.

1.2.16. *Reimbursable Expenses.* The expenses incurred directly by CONSULTANT in connection with the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay CONSULTANT including, but not limited to; subcontract costs and expenses; transportation; meal expense; lodging; rental of equipment; photo expense; parcel delivery and postage; miscellaneous supplies and reproduction of reports, Drawings and similar Project related items.

1.2.17. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to CONSULTANT to illustrate some portion of the work.

1.2.18. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.2.19. *Substantial Completion.* The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of CONSULTANT, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.2.20. *Total Project Costs.* The sum of the Construction Cost, allowances for contingencies, the total costs of services of CONSULTANT or other design professionals or consultants, cost of land and rights-of-way, or compensation for damages to properties, interest and financing charges and for other services to be provided by others to OWNER.

1.2.21. *Work.* The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

2. Independent Contractor / No Joint Venture.

- 2.1. CONSULTANT shall function as an independent contractor, and not as an agent or employee of OWNER, and shall make no representations to the contrary. This Agreement and the services and activities which are the subject thereof are not a joint venture between OWNER and CONSULTANT, or any officers, officials, employees, representatives or agents thereof.

3. Term.

- 3.1. Unless this Agreement is terminated pursuant to the provisions set forth in Section 8, "Termination," herein, this Agreement and the obligations hereunder shall commence on the date of execution and continue until

CONSULTANT has completed the engineering services outlined in Attachments A and B to this Agreement to the satisfaction of OWNER.

4. Assignment.

4.1. OWNER and CONSULTANT each binds itself and its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants and provisions of this Agreement. Neither OWNER nor CONSULTANT shall assign or transfer its/his/her interest in this Agreement without the express written consent of the other.

5. Payments.

5.1. *Payments on Termination.* In the event of termination by either party, OWNER shall pay CONSULTANT for all services performed by CONSULTANT or CONSULTANT's sub-consultants, including reimbursable expenses, rendered through the date of termination.

5.2. *Preparation of Invoices.* Invoices will be prepared in accordance with the CONSULTANT's standard invoicing practices, except as directed otherwise in the agreement or attachments, and will be submitted to the OWNER by the CONSULTANT monthly.

5.3. *Payments of Invoices.* Payments for CONSULTANT's work in the Agreement will be paid in a timely basis granted the method and format of invoice is acceptable to OWNER.

5.4. *Records of CONSULTANT's Costs.* Records of CONSULTANT's cost pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. To extent necessary to verify CONSULTANT's charges upon OWNER's request, copies of such records will be made available to OWNER at cost.

6. Opinions of Cost.

6.1. *Opinions of Probable Construction Cost.* CONSULTANT's opinions of probable Construction Cost provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgement as an experienced and qualified professional CONSULTANT generally familiar with the industry. However, since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR's methods of determining prices, or over competitive market conditions, CONSULTANT cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from opinions of probable Construction Cost prepared by CONSULTANT.

7. Suspension.

7.1. If CONSULTANT's services are delayed through no fault of the CONSULTANT, CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement.

7.2. If CONSULTANT's services are delayed or suspended in whole or in part by OWNER, CONSULTANT shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by CONSULTANT in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. Termination.

8.1. Termination. This Agreement may be terminated only as follows:

- (a) at any time by the written agreement of both OWNER and CONSULTANT;
- (b) by OWNER, for any reason, upon OWNER providing seven (7) days written notice to CONSULTANT; or
- (c) by CONSULTANT, if OWNER is in material breach of its obligations herein and upon CONSULTANT providing seven (7) days written notice to OWNER.

8.2. Effect of Termination.

- (a) If this Agreement is terminated as permitted by Section 8.1, such termination shall be without liability of any party to any other party.
- (b) In the event of a termination prior to the expiration of the term of the Agreement, CONSULTANT shall be paid based on the plan development completion as agreed to by the parties at the date of termination.

9. **General Considerations.**

9.1. *Use of Documents.*

9.1.1. All documents are instruments of service in respect to this Project, and CONSULTANT and OWNER shall retain an ownership and property interest therein (including the right of reuse at the discretion of OWNER or CONSULTANT) whether or not the Project is completed.

9.1.2. Copies of OWNER-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.1.3. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

9.1.4. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such documents are not intended or represented to be suitable for reuse by OWNER or others extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by CONSULTANT, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's sub-consultants.

9.2. *Insurance.*

9.2.1. CONSULTANT shall procure and maintain the following insurance: (a) Worker's Compensation Insurance, (b) Professional Liability Insurance (Error and Omissions) of not less than \$1,000,000, (c) Comprehensive Public Liability Insurance, and (d) Automobile Liability Insurance.

9.2.2. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list CONSULTANT and CONSULTANTS's Sub Consultants as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project. All policies of property insurance shall contain provisions to the effect that CONSULTANT's and CONSULTANT's Sub Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insured or additional insured thereunder.

9.2.3. At any time OWNER may request that CONSULTANT, at OWNER's sole expense, provide additional insurance coverage, different limits or revised deductibles in excess of those maintained by the CONSULTANT. If so requested by OWNER, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Sub Consultants to obtain such additional insurance coverage, different limits, or revised deductibles, for such periods of time as requested by OWNER.

9.2.4. *Controlling Law.* This agreement is to be governed by the law of the State of Ohio.

9.3. *Allocation of Risks-Indemnification.*

9.3.1. *Limitation of CONSULTANT's Liability.* In recognition of the relative risks and benefits of a project to both the OWNER and CONSULTANT, the risks are allocated such that the OWNER agrees.

9.3.1.1. To the fullest extent permitted by law, CONSULTANT's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the total negligence of OWNER, CONSULTANT and all other negligent entities and individuals.

9.3.1.2. CONSULTANT agrees to indemnify and hold harmless OWNER of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, or relating to the work of CONSULTANT.

9.4. *Hazardous Environmental Condition.*

9.4.1. OWNER represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

9.4.2. If a Hazardous Environmental Condition is encountered or alleged, CONSULTANT shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

The parties hereto have caused this Agreement to be duly executed by their duly authorized representatives, effective as of the day and year first above mentioned.

CITY OF HUDSON

(CONSULTANT)

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed)

Name: _____
(Printed)

Title: City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
(Signature)

Name: _____
(Printed)

Title: City Solicitor

Date: _____

FISCAL OFFICER'S CERTIFICATION

As the Finance Director of the City of Hudson, I certify that as of the date of execution of the within this Agreement, the amount (PO No. _____ & \$ _____) required to satisfy payment under the Agreement has been fully appropriated or authorized or directed for such purpose, and is in the City treasury to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

By: _____
Signature

Name: _____
Printed

Title: _____ Finance Director

Date: _____