

**REQUEST FOR PROPOSALS  
HIGHLAND COUNTY COMMUNITY ACTION ORGANIZATION  
REQUEST FOR PROPOSAL  
TO PROVIDE PROFESSIONAL ENGINEERING SERVICES**

I. General: Highland County Community Action Organization seeks proposals from qualified engineering firms to provide professional engineering services on an “as needed” basis. Highland County Community Action Organization will select a firm to provide the services requested using the “Competitive Negotiation Procedure for Professional Services”. The complete Request for Proposal is available at the Highland County Community Action Organization, 1275 North High Street, Hillsboro, Ohio 45133, between the hours of 9:00am and 4:00pm, Monday thru Friday, and online at: [www.hccao.org](http://www.hccao.org).

II. Scope of Services: Highland County Community Action Organization seeks professional engineering services to assist with particular projects as may be needed. Projects may be any which are within the scope of professional engineering and surveying.

III. Site Visits: Site visits are strongly discouraged in the interest of reducing costs prior to shortlisting or the interview stage.

IV. Term of Contract: Highland County Community Action Organization shall enter into a one-year term contract with the selected engineering firm. The contract may be renewed, at the discretion of the OWNER, for up to three (3) successive one-year terms.

V. Evaluation of Proposals: Proposals will be considered by the Highland County Community Action Organization Board of Directors at the meeting Tuesday, April 26th 2016 at 6:00pm.

VI. Contents of Proposals: Each firm which wishes to submit a proposal in response to this Request for Proposals (RFP) must submit eight (8) copies of company’s proposal, along with a cover letter of not more than two pages.

VII. Rejection of Proposals: Highland County Community Action Organization reserves the right to reject any or all proposals received.

VIII. Deadline: Eight (8) copies of the written proposal and one electronic version shall be submitted by 4:00pm Friday, April 22nd, 2016. Proposals shall be mailed or delivered, and should be addressed to The Highland County Community Action Organization, Attention: Julia Wise, Executive Director. All proposals will be stamped with receipt date and time and no proposals received after the deadline shall be considered.

IX. Information: Any questions should be addressed to the Highland County Community Action Organization, at the above address, Attention: Julia Wise Executive Director, by telephone (937-393-3458) or email: [periej@usa.net](mailto:periej@usa.net).

**GENERAL SPECIFICATIONS**

**A. INTRODUCTION:** The Highland County Community Action Organization (the “HCCAO”) is requesting proposals from qualified engineering firms for the provision of general engineering services (the “Services”) for a period of one year, with the option of an automatic renewal of each master

agreement for three (3) additional years. All services are to be performed by persons appropriately licensed and registered under state laws governing the practice of engineering.

**B. BACKGROUND:** The “HCCAO” will utilize these Services for projects including the construction of one new facility.

**C. SCOPE OF WORK:** The “HCCAO” will consider selecting a firm for the provision of these Services based on the firm’s competence and ability to perform the work on a per project basis either through its own forces or through the use of project teams that include sub-consultants. The final scope of work for each Project assigned will be negotiated and included in the final Agreement prior to award. Dependent upon the funding involved, the “HCCAO” may include additional terms that are required by the funding source i.e. HUD and ODOH etc. in the Agreement.

**D. CONTRACT AWARD:** Upon its decision to award an Agreement, the “HCCAO” will notify the selected firm of the anticipated award and prior to beginning work, the selected firm and the “HCCAO” will negotiate a clear and well defined scope of work. Upon the successful negotiation of the Agreement, and the “HCCAO’s” acceptance of the scope/proposal, including costs, the firm will begin work for the HCCAO upon the full execution of the Professional Services Agreement which will be in substantially the same form as that attached to this RFP as Exhibit “A”.

**E. PAYMENT:** The firm will invoice the HCCAO for services rendered on appropriate invoices addressed to the HCCAO, and will attach the appropriate backup documentation. Payment will be made after review and approval by the assigned HCCAO Project Manager and the Finance Department.

#### **4. SPECIAL PROVISIONS**

**A. SUCCESSFUL APPLICANT:** Selection of a firm will preclude that firm or any subsidiary or financially related company from submitting bids for any other work associated with the Project.

**B. PREPARATION OF PROPOSAL:** Applicants are encouraged to submit concise and clear responses to this RFP. Responses of excessive length or complexity are discouraged. The Applicants’ attention is directed to Section 5 of this RFP which further details the information expected in the Applicants’ responses. The HCCAO reserves the right to include the selected proposal or any part or parts of the selected proposal in the final contract.

**C. COLLUSION:** By submission of a proposal, each Applicant certifies, and in the case of a joint proposal each party certifies as to its own organization, that in connection with any cost proposal submitted by a Applicant, the prices which are quoted are not the product, direct or indirect, of any collusion with any other Applicant, and have not been knowingly disclosed by a Applicant directly or indirectly to any other Applicant prior to submission to the HCCAO.

**D. EFFECTIVE PERIOD OF PROPOSALS:** All proposals must state the period for which the proposal will remain in effect. Such period will not be less than 120 days from the proposal due date.

**E. ADDITIONAL INFORMATION:** Inquiries regarding this RFP shall be in written form only, and must be received by 4:00 p.m. Eastern Time five (7) calendar days prior to proposal acceptance date. Inquiries will be e-mailed and must include contact person, address and telephone number. Responses to questions will be provided to all prospective Applicants. Questions should be submitted to: Julia Wise, Executive Director at periej@usa.net.

**F. ADDENDA:** Any changes resulting from the questions submitted affecting the specifications, the scope of work, or which may require an extension to the proposal due date will be reduced to writing in the form of an addendum to this solicitation. Addendums can only be viewed at 1487 North High Street, Hillsboro, Ohio. It is the Applicant’s responsibility to check the above site to determine if the HCCAO has issued any addendums.

**G. LOBBYING PROHIBITED:** Potential Applicants are prohibited from directly or indirectly communicating with HCCAO Board of Directors regarding the Applicant’s qualifications or any other matter related to the eventual award of an Agreement for the Services requested in this RFP. Potential Applicants are prohibited from contacting HCCAO staff or committee members regarding their qualifications or the award of a contract. Any violation of this provision will result in immediate disqualification of the Applicant from the selection process.

**H. HCCAO ARTWORK:** Use of the HCCAO logo on proposals is not permitted.

**STAFFING:** The successful Applicant(s) must demonstrate the ability to begin work on any awarded Project immediately upon execution of the Agreement. The firm will, for each project, assign an appropriately licensed professional to serve as the firm's contact person.

**J. SUBCONSULTANT:** All sub-consultants hired by the selected firm will be approved in advance by the HCCAO in accordance with the provisions of the Agreement.

**K. "GREEN" PROCUREMENT:** It is the HCCAO's objective to be proactive with regard to the environment. The HCCAO encourages "Value Purchasing" of environmentally friendly products. Applicants are encouraged to clearly identify any green solution in its proposal or the Applicant may propose a separate alternative "Green" solution.

**L. LATE PROPOSALS OR AMENDMENTS:** The HCCAO will not accept late proposals or amendments under any circumstance.

**M. REJECTION OF PROPOSALS:**

1. The HCCAO may reject a proposal if:

- a. the Applicant misrepresents or conceals any material fact in its proposal;
  - b. the Proposal does not strictly conform to this RFP;
  - c. the Applicant is delinquent in the payment of any obligation to any governmental-funded entity; or
  - d. it is deemed to be in the best interest of the HCCAO to do so.
2. The HCCAO reserves the right to waive any minor informalities or irregularities in any proposal.
3. HCCAO reserves the right to reject any or all responses for any reason.

**5. RESPONSE TO THE REQUEST FOR PROPOSALS**

The following items are required in each proposal. In order to expedite the evaluation of proposals, the Applicants will organize their proposals in the sequence that follows.

**A. EXECUTIVE SUMMARY:** Provide an Executive Summary of the major facts or features of the proposal, including any conclusions, assumptions and generalized recommendations you wish to make. The Executive Summary is limited to a length of one page.

**B. CONSULTANT PROFILE:** Provide the following information about your firm. The Consultant profile section is limited to a length of one page.

1. Firm name and business address, including telephone and facsimile numbers.
2. Year established (including former firm names and year established as applicable).
3. Description of the firm, history and philosophy.

**C. EXPERIENCE AND REFERENCES:** Provide sufficient information to allow the HCCAO to obtain references related to at least three (3) similar agencies or agencies and no more than five (5) similar projects the Applicant has successfully completed within the past ten (10) years that illustrate the Applicant's ability to perform services required for this engagement. The projects referenced must include the names of key personnel responsible for the projects. The Experiences and References Section is limited to a length of one page per project. For each referenced project, provide the following information:

1. Project name and location.
2. Name, address, and telephone number of the project owner's representative for the project.
3. Scope of services provided.
4. List of projects in the last 10 years that you have completed that are similar in character, cost and size.

**D. QUALIFICATION OF PROJECT TEAM:** Provide an organizational chart identifying the personnel who will be assigned to provide contracted services. The project team may include personnel hired by the firm directly or by a mixture of personnel and outside sub-consultants. Identify the project manager for any project. This project manager will act on behalf of the project team in matters related to any proposed projects. Identify all sub-consultants on the organizational chart and provide information on their role on each team. Provide information on each team member in terms of position in the firm and on the project team, number of years with the firm, relevant projects the team member has worked on in the past and their particular responsibilities for any project awarded. The Qualification of Project Team Section is limited to a length of one page for the organizational chart, a two page limit for the

project manager's resume, one page limit for task leader resumes, and one-half page limit for the resumes of all other team members.

**E. PROJECT APPROACH:** Provide a written narrative detailing your approach and methodology for accomplishing the tasks identified in this RFP. Include a summary of your understanding and experience in coordinating projects with regulatory agencies, other governmental-funded agencies and with community stakeholders as applicable. The Project Approach Section is limited to a length of one page.

**F. ASSURANCES, ERRORS AND OMISSIONS:** Provide assurances that the Applicant will be cognizant of, comply with, and enforce all applicable Federal, State and local statutes and ordinances and a description of the Applicant's methodology for handling errors and omissions in the plans and specifications that will be developed as part of each Project. Provide an assurance that the Applicant will work with the HCCAO representative and a description of the coordination process and sequencing between the Applicant and the HCCAO's representative for the duration of each project. Failure to address items A through F in this Section 5 in detail will be sufficient reason to eliminate a proposal from consideration.

## **6. SUBMISSION OF PROPOSAL**

Submit one (1) original, seven (7) copies and a CD as a pdf file of the proposal to the Executive Director at the above address by 4:00 p.m. Central Time, June 21, 2016. The sealed envelope will be labeled as such:

### **“HCCAO ENGINEERING RFP”**

The HCCAO will not accept or consider proposals received after the above date and time. The HCCAO is under no obligation to return proposals.

## **7. EVALUATION OF PROPOSALS**

The proposals submitted in response to this request will be evaluated by the HCCAO Board of Directors. The HCCAO will initially evaluate the qualifications of firms submitting proposals based upon but not limited to the following criteria.

1. Experience, capabilities, and technical skills of assigned staff on past projects for the Highland County Community Action Organization;
2. Experience, capabilities, and technical skills of assigned staff on projects in agencies similar to the Highland County Community Action Organization;
3. Experience, capabilities, and history of projects that have received grants and availability of assistance by grant writers on staff of engineering firms.

## **8. AWARD OF CONTRACT**

**A. NEGOTIATIONS:** After the HCCAO selects an Applicant the HCCAO will enter into negotiations as to the terms of the contract, all aspects of services, and the compensation to be paid to the Applicant.

1. Upon request, the selected firm will submit a cost proposal which will include hourly rates for every position anticipated to be involved under the Agreement within five (5) calendar days of the HCCAO's request. The HCCAO will utilize these hourly rates in setting the not to exceed fee for the Agreement awarded and in calculating costs for potential additional services. In addition, the successful Applicant will provide cost guidelines for reimbursable (out-of-pocket) expenses.

**B. INABILITY TO REACH AGREEMENT:** In the event the negotiations between the Applicants selected and the HCCAO cannot be completed as a result of an inability to reach agreement on the fee for services, or the specific scope of work to be performed, then at the option of the HCCAO, the HCCAO may contact the next most qualified Applicant on the list of qualified on-call firms.

**C. HCCAO BOARD OF DIRECTORS APPROVAL:** Each project specific Agreement will be submitted to the HCCAO Board of Directors for approval unless the award amount is less than \$10,000.00. In the event the total amount of any Agreement is less than \$10,000.00, the Agreement may be awarded administratively.

## **D. FINAL CONTRACT:**

1. The selected Applicant will be required to assume responsibility for all services offered in its proposal, whether or not such services are provided by a subcontractor/consultant or joint venture arrangement.

The selected Applicant will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

2. The selected Applicant will be required to enter into a written Agreement with the HCCAO. Where conflicts exist between the provisions of Exhibit "A" and the provisions of this RFP, the provisions imposing greater responsibility on the successful Applicants will control.

3. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The HCCAO reserves the right to negotiate the terms and conditions of each agreement awarded to each qualified Applicant.

4. Be advised that exceptions to any portion of the RFP may jeopardize acceptance of your proposal. If you take exception to the HCCAO's standard contract language included in the sample agreement, you will clearly indicate that fact and give a full explanation for each exception. It is required that the proposal enumerates the specific clauses that the vendor wishes to amend or delete and suggest alternative wording in the proposal. In view of the length of time involved in obtaining the approval of legal counsel, Applicants are cautioned not to state that the Applicant's proposal is subject to the Applicant's standard terms and conditions or that the final terms and conditions are subject to negotiation after award. This may result in the proposal being deemed non-responsive, in which case no further consideration or evaluation will be made.

## EXHIBIT "A"

### PROFESSIONAL ENGINEERING CONTRACT

This Agreement is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the Highland County Community Action Organization ("HCCAO") and \_\_\_\_\_ [insert name] ("Engineer"), \_\_\_\_\_ [insert address] for the provision of professional engineering services (the "Services") in connection with the \_\_\_\_\_ [insert project name] (the "Project").

The HCCAO and the Engineer agree as follows:

#### ARTICLE 1

#### ENGINEER'S SERVICES AND RESPONSIBILITIES

##### 1.0 STANDARDS OF PERFORMANCE

1.0.1 Engineer will be responsible for the proper, accurate and adequate design, analysis and preparation of reports, plans, specifications and other construction contract documents and for project/construction administration.

1.0.2 The Engineer's Basic Services consist of the services described in Sections 1.0 through 1.\_\_\_\_ and will be performed by the Engineer as well as through the following consulting disciplines as subcontractors to the Engineer [insert subconsultants if applicable]:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_

1.0.3 The performance of all services by the Engineer in connection with this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws governing their respective consulting disciplines. In performing all services under this Agreement, the Engineer will use that degree of care and skill ordinarily exercised for similar projects by professional Engineers who possess special expertise in the types of services involved under this Agreement.

1.0.4 No work under this Agreement will be subcontracted by the Engineer without prior written approval from the HCCAO. Any work or services subcontracted under this Agreement will be specified by separate written Agreement and will be subject to each provision of this Agreement.

1.0.5 Any provisions in this Agreement pertaining to the HCCAO's review, approval and/or acceptance of written materials prepared by the Engineer and/or its subconsultants, contractors, and subcontractors in connection with this Agreement will not diminish the Engineer's responsibility for the materials.

1.0.6 The Engineer will perform all of its services in coordination with the HCCAO. The Engineer will advise the HCCAO of data and information the Engineer needs to perform its services and the Engineer will meet with HCCAO representatives at mutually convenient times to assemble this data and information.

1.0.7 \_\_\_\_\_ [insert name] is the Engineer's Project Representative. The Engineer will not substitute another representative unless approved in writing by the HCCAO in advance of such proposed substitution. In the event the HCCAO and the Engineer cannot agree to the substitution of the Project Representative, the HCCAO may terminate this Agreement in accordance with Article 8.

### **1.1 TASK 1 – PROJECT MANAGEMENT**

The Engineer will:

1.1.1 Assemble a Project team comprised of the HCCAO's representatives and the Engineer's representatives. The Engineer will meet with the Project team to set the production schedule and parameters for all subsequent work, to verify the components within which all Project participants must perform, and to identify all parties and significant deadlines involved in the comprehensive schedule strategy. Based on this information, the Engineer will prepare a detailed schedule of its work for the Project addressing each component of the work to be done, indicating the points of involvement of all project participants.

1.1.2 Assist the HCCAO in connection with the HCCAO's responsibility for filing documents required for the approval of governmental-funded authorities having jurisdiction over the Project.

1.1.3 Perform general administrative duties associated with the Project, to include monitoring/reporting, agendas/minutes, scheduling, general correspondence, office administration, and invoicing. The Engineer will prepare and submit monthly progress reports and invoices to the HCCAO for review and approval.

1.1.4 Maintain an "issues list" identifying the date issues become known, the person(s) responsible for solution(s), date solution(s) will be provided, and final resolution of the issue.

1.1.5 Participate in meetings with the HCCAO to include:

- a) One initial kickoff meeting; and
- b) No less than one progress meeting per month.

1.1.6 Meet with the HCCAO's Project Manager periodically or as needed to update the HCCAO on the progress of work.

1.1.7 Head the Project team and coordinate the integration of preliminary design issues, surveying, right of way issues, traffic control issues, utility engineering issues, ADA compliance, permitting, and other services as previously approved and as applicable to the preliminary engineering phase.

1.1.8 Prepare preliminary engineering documents based on approved design development information and any further adjustments authorized by the HCCAO in the scope, quality or budget of the Project.

1.1.9 Use its best professional judgment to create preliminary engineering documents that comply with applicable construction and development codes, local regulations and ordinances and other federal and state regulations which are known or which should reasonably be known to the Engineer including, as applicable, those regulations required under the ADA and Article 9102, V.A.C.S., Architectural Barriers Act. In the event the ADA requirements are applicable to a particular Project, the Engineer will be responsible for notifying the HCCAO of requirements of the Architectural Barriers Act and any other requirements by the Ohio Department of Licensing and Regulation.

1.1.10 Ensure that no reports, maps, or other documents produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of the Engineer.

### **1.2 TASK 2 – PRELIMINARY DESIGN & SURVEY**

The Engineer will:

1.2.1 Conduct \_\_\_\_\_ [insert frequency] meetings with the HCCAO and other interested parties to review progress on projects. Both parties assume that preliminary design will last no more than

three months and that there will be no more than \_\_\_\_\_ [insert amount] meetings included in this Task. The Engineer will prepare meeting agendas for each meeting and distribute meeting minutes within five calendar days of each meeting.

1.2.2 Surveying. Provide boundary, topographic, and construction surveying including, but not limited to:

- a) Contacting Dig-Tess utility locating service to have underground utilities marked and labeled and surveyed;
- b) Establishing Project control for topographic, boundary, and future construction layout surveys;
- c) Locating all above ground planimetric features, including, but not limited to edges of asphalt and/or concrete, back of curb, culverts (flowlines of culverts and sizes), mailboxes, driveways, sidewalks, ramps, retaining walls, signs (including sign type, sign language or symbol, and photograph of sign), evidence of underground utilities (including manholes (and invert elevations), valves, etc.), fences (including type), trees (8" diameter or greater) and other pertinent features affecting design;
- d) Data reduction and preparation of triangulation network for contouring;
- e) CAD drawing preparation in AutoCADD format;
- f) Topographic survey, including the HCCAO right-of-way and 20 feet behind the right-of-way; and
- g) Cross-sections at 50' intervals, including project centerline, striping, edge of pavement, top of curb (front and back), top of ditch, ditch flowline, right-of-way, signage and other pertinent features.

1.2.3 Provide three (3) hard copies of the Preliminary Report to the HCCAO for review and comment, as well as digital copies in Word and PDF format. The Report will:

- a) Identify issues and constraints;
- b) Develop alternatives and cost estimates for each alternative;
- c) Provide recommendations; and
- d) Include schematic design of preferred alternative.

1.2.4 Provide three (3) hard copies of a Final Preliminary Engineering Report that incorporates HCCAO comments from the Preliminary Report, as well as digital copies in Word and PDF format including the following items:

- a) Review and evaluation of HCCAO comments;
- b) Advantages and disadvantages of alternatives;
- c) Decision of preferred alternative.

1.2.5 Prepare detailed plans/construction drawings for projects to include general drawings; plan view drawings; a title sheet; location and vicinity maps; legend and abbreviation sheets; special and standard Project details; site plans; survey control layout and survey data; index to drawings, Highland County Community Action Organization General Construction Requirements and Notes, traffic control plan, lighting plan, signage and pavement marking plan, erosion control plan, and other pertinent information necessary for the Project to be accurately bid and efficiently constructed. The Engineer will review standard details, and modify details as necessary to meet project-specific requirements, and include modifications in the plan drawings. The Engineer will prepare detailed drawings to include street crossings and any other details necessary for the construction contractor to complete the Project.

1.2.6 Prepare construction drawings that meet the following requirements:

- a) Ledger-size plans (11 inch x 17 inch);
- b) Plan and profile drawings at 1 inch = 100 or 50 feet horizontal and 1 inch = 10 or 5 feet vertical; and
- c) Plan view drawings with the location of pertinent data, along with existing structures, trees, utilities, rights-of-way, property lines, tax lot identification numbers, addresses, and easements will be shown as applicable.

1.2.7 Prepare and submit all paperwork necessary for the HCCAO to obtain all applicable permits and approvals from the appropriate agencies affected by the Project prior to construction.

1.2.8 Prepare specifications in Highland County Community Action Organization format to include the bid document in Word format, special provisions, and technical specifications.

1.2.9 Provide the following deliverables for Task 1.2:

- a) Preliminary Report;

- b) Technical Memorandum;
- c) Preliminary design plan view sheets at 60% and 90%;
- d) Preliminary design standard details at 60% and 90%; and
- e) Preliminary design specifications at 90%.

1.2.10 Notify HCCAO's Project Manager of any conflicts or potential conflicts with proposed design with existing structures, proposed utilities, right-of-way, and encroachments that would delay construction.

### **1.3 TASK 3 – FINAL DESIGN**

This task includes the preparation of plans, specifications for insertion into bid-ready contract documents and a final construction cost estimate. The Engineer will:

1.3.1 Provide design plan view sheets, design standard details and design specifications at 100%.

1.3.2 Assist the HCCAO in the preparation of construction contract documents using HCCAO forms based on the approved design development documents and any further adjustments authorized by the HCCAO in the scope, quality or budget of the Project. The Engineer will use its best professional judgment to create technical documents that comply with applicable construction and development codes, local regulations and ordinances and other federal and state regulations which are known or which should reasonably be known to the Engineer.

1.3.3 Head the Project team and coordinate the integration of data collection, design, surveying, right of way issues, traffic control, utility Engineering, permitting and other services as previously approved.

1.3.4 Conduct meetings with the HCCAO and other interested parties periodically or as needed to review and update the HCCAO on the progress of project. During final design, progress meetings will be held \_\_\_\_\_[insert frequency]. The Engineer will prepare meeting agendas for each meeting and distribute meeting minutes within five calendar days of each meeting.

1.3.5 Provide a total of three sets of construction drawings to the HCCAO; one set will be full-size drawings and two sets will be half-size drawings. The Engineer will provide three digital copies of the construction drawings and technical specifications in PDF and CAD on compact disc (CD) media.

1.3.6 Ensure that no reports, maps, or other documents produced in whole or in part under this Agreement will be the subject of an application for copyright by or on behalf of the Engineer.

1.3.7 Obtain approval from the Project Manager of all technical plans, specifications, and estimates (PS&E) necessary for successful completion of the Project prior to allowing the construction contract to be let for bid.

1.3.8 Provide the following deliverables for this Task:

a) Two reproducible documents, one in Pdf format and one in CAD format, and three copies of all PS&E. All plans will be ledger size. All scalable plans will have a graphic scale-bar on each individual sheet;

b) One reproducible document in Word format and three copies of the completed final Bid Items and Specifications;

c) Provide a final cost estimate to the HCCAO in Pdf and Word or Excel format;

d) Design plan view sheets, design standard details and design specifications at 100 % complete; and

e) All engineering documents, including all master CAD design files, sheet files, calculation files (including hand calculations, spreadsheet calculations, drainage input/output, quantities, etc) and any other engineering documentation related to the project design. The Engineer will supply these documents in electronic format.

### **1.4 TASK 4 - BIDDING AND CONSTRUCTION ADMINISTRATION**

The Construction phase of this Project will commence with the award of the construction contract and will terminate when the Project is accepted by the HCCAO. The Engineer will:

#### **Bidding**

1.4.1 Assist the HCCAO in the distribution of the bid documents to prospective bidders and the issuance of addenda (if any) following the HCCAO's prior approval.



1.4.2 Assist the HCCAO in obtaining bids, tabulating bids, preparing bid tabulation forms, and in awarding the contract for construction following the HCCAO's approval of the construction contract documents and of the latest detailed final cost estimate of the Project.

1.4.3 Assist the HCCAO in the issuance of addenda (if any), and in conducting the pre-bid conference with potential bidders. During the pre-bid conference, the Engineer will describe the scope of work, answer pertinent questions of potential bidders and HCCAO staff, address requests for additional information, and make all necessary clarifications and interpretations of the construction contract documents.

1.4.4 Assist the HCCAO in reviewing all bids, the Statement of Bidder's Qualifications, financial statements of bidders, lists of bidders' proposed subcontractors, and all other documents required to be submitted with the bids for responsiveness and for bid amount. Engineer will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder, and their references. The HCCAO will provide copies of all of the bid documents to the Engineer within one day from the date of receipt of bids and the Engineer will prepare a report of its review and evaluation, and include a written recommendation for award within ten calendar days of receipt of the bid documents of the contract for construction, or other action as may be appropriate. The HCCAO will make the final decision on the award of the construction contract and the acceptance or rejection of bids. The Engineer will provide technical (but not legal) advice in bid protest situations. It is assumed that this Project will be bid as one Project and neither party anticipates that it will be necessary to re-bid the Project.

1.4.5 Have no authority to issue a Notice to Proceed to any Contractor.

1.4.6 Provide the HCCAO with two half size and two full size sets of conformed construction plans. Provide the Contractor with three half size and two full size sets of conformed construction plans at no additional cost to the HCCAO.

#### **Construction Administration**

1.4.7 Provide administration of the construction contract as set forth in the construction documents unless otherwise provided in this Agreement and incorporated in the construction contract documents. Engineer will not pursue a course of conduct, which might jeopardize any of the HCCAO's rights hereunder. Minor deviations from the construction contract documents that do not affect the validity of performance bond(s) are permitted.

1.4.8 Be a representative but not an agent of the HCCAO during the construction phase, and advise and consult with the HCCAO and provide progress reports and advice to the HCCAO in writing; serve as the HCCAO's direct contact with the Contractor and forward the HCCAO's instructions to the Contractor unless:

- a) Engineer is unavailable by telephonic communication or otherwise to issue instructions necessary for the proper progress and acceptance of work;
- b) jeopardy to life and/or property exists; and/or
- c) lack of instructions and/or unavailability of Engineer will result in, in HCCAO's opinion, harm to HCCAO, in which case instructions may be forwarded directly to the Contractor by the HCCAO; have authority to act on behalf of the HCCAO only to the extent provided herein and in the construction contract documents unless otherwise modified by written instrument in accordance with Section 12.1. Any instructions issued directly by HCCAO to the Contractor will be promptly communicated to the Engineer if the Engineer was unavailable at the time of issuance of instructions.

1.4.9 Assist the HCCAO in conducting a pre-construction conference with the Contractor, members of HCCAO's staff, representatives of affected utility providers, and federal and state agencies having jurisdiction over the Project (including HCCAO inspectors) in order to establish construction schedules and to identify key representatives of the parties and lines of communication. The Engineer will be responsible for providing an agenda and for keeping accurate minutes of this meeting. The Engineer will distribute minutes to the interested parties within five calendar days of the conference. The HCCAO will make arrangements for the location of the meeting.

1.4.10 Make on-site inspections of the Project at least \_\_\_\_\_ [insert frequency – weekly, bi-monthly, monthly, etc.] to ensure familiarity with the progress and quality of the work, to determine if the work is proceeding in acceptable conformance with the construction contract documents, and to review the work with the HCCAO's designated representatives. On the basis of such on-site inspections by the Engineer, the Engineer will keep the HCCAO informed of the progress and quality of the work through written status reports and through meetings with the HCCAO's representative; and will also be reasonably available to perform site visitations at the specific request of the HCCAO by the next business day after a request is made.

1.4.11 Conduct \_\_\_\_\_ [insert frequency – weekly, bi-monthly, monthly, etc.] with the HCCAO and other interested parties to review progress on the Project. The Engineer will present a Project working day update, submittal log, RFI log, Change log, and Field Order log. The Engineer will prepare meeting agendas for each meeting and distribute meeting minutes within five calendar days of each meeting.

1.4.12 Not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction contract documents unless such acts or omissions are due to the negligence of the Engineer or are acts or omissions under the Engineer's control. However, Engineer will exercise its authority on behalf of HCCAO in accordance herewith and particularly during the construction phase so that all work performed by the Contractor results in a Project completed in accordance with the construction contract documents, and during any phase should the Engineer become aware of the Contractor's utilization of means, methods, techniques, sequences and/or procedures of construction which, in Engineer's opinion, will not result in completion of the Project in accordance with the construction contract documents; or which are unsafe, Engineer will immediately inform the HCCAO and will take all necessary action which the Engineer is authorized under this Agreement to take to correct the matter.

1.4.13 At all times have access to the work wherever it is in preparation or progress.

1.4.14 Determine the amounts owing to the Contractor based on its on-site professional inspections and on evaluations of the Contractor's applications for payment including comparisons of Contractor's monthly cost reports with its applications for payment, and will make recommendations for payment in these amounts, as provided in the construction contract documents, or take such other appropriate action which the Engineer deems necessary.

1.4.15 Make recommendations for payment that constitute a representation by Engineer to the HCCAO, based on the Engineer's on-site inspections as provided in subsection 1.4.10 and on the data comprising the Contractor's application for payment, that the work has progressed to the point indicated; that, to the best of the Engineer's knowledge, information and belief, the quality of the work is in acceptable conformance with the construction contract documents (subject to an evaluation of the work for conformance with the construction contract documents upon substantial completion, subject to the results of any subsequent tests required by or performed under the construction contract documents, subject to minor variations from the construction contract documents correctable prior to completion, and subject to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has made any examination to ascertain how and for what purpose the Contractor has used the monies paid by the HCCAO.

1.4.16 Have authority to reject work which does not conform to the construction contract documents. Whenever, in the Engineer's reasonable opinion, it is necessary or advisable for the proper implementation of the intent of the construction contract documents, and with the approval of the HCCAO, the Engineer will have authority to require special inspection or testing of the work in accordance with the provisions of the construction contract documents, whether or not such work is then fabricated, installed or completed. The Engineer will review the work and results of all testing laboratories as required by the construction contract documents.

1.4.17 Review and make all decisions regarding the approval or taking of other appropriate action upon the Contractor's submittals, including but not limited to, shop drawings, product data and samples, schedule of values and progress schedule. Such action will be taken with reasonable promptness, but generally not to exceed 15 calendar days or such period of time as will not cause delay of the Project.

1.4.18 Prepare minor changes in the plans and specifications as directed by the HCCAO; and prepare necessary change orders in triplicate originals for approval by the HCCAO and execution in accordance with the construction contract documents. The Engineer will not issue change orders not previously approved in writing by HCCAO, and no course of conduct on the part of Engineer or HCCAO will amend, waive or alter this provision.

1.4.19 Answer up to \_\_\_ [insert number] Requests for Information ("RFIs") from the Contractor, which may include technical questions, clarifications and interpretations of the construction contract documents.

1.4.20 Conduct professional inspections to determine the dates of substantial completion and final completion for the Project, to evaluate the work for acceptable conformance with the construction contract documents and in light of any subsequent tests performed as described in Subsection 1.4.15 to verify that any minor deviations from the construction contract documents as described in Subsection 1.4.15 have been corrected and that the reasons for any specific qualifications in any and all previous certificates for payment as described in Subsection 1.4.15 hereof are either no longer valid or the condition(s) and/or problem(s) have been corrected; will receive and review written warranties and related documents required by the construction contract documents and assembled by the Contractor; will issue final certificates for payment or take other appropriate action; and will make a written recommendation to the HCCAO regarding HCCAO's acceptance of the Project.

1.4.21 Require the submission by the Contractor, and subcontractors performing work on the Project site, of periodic wage rate payment reports and, with the HCCAO's assistance, verify compliance with federal and state wage rate requirements for the Project; and notice the HCCAO of any noncompliance, or of the failure by the Contractor or subcontractors to make submissions.

1.4.22 Prepare, or cause the Contractor to prepare, and submit to the HCCAO a set of reproducible record drawings showing significant changes in the work made during the construction phase. The Engineer will submit two full-size hard copy record drawings to the HCCAO, as well as one CD containing electronic copies in PDF and CAD formats.

1.4.23 Ensure that all notices and signs required and provided by the HCCAO are posted in the appropriate locations at the Project site by the Contractor.

1.4.24 Conduct final inspection with the HCCAO and prepare a punch list prior to final acceptance by the HCCAO.

1.4.25 Prior to the end of any year warranty period, review the completed Project with the HCCAO and the Contractor and have all deficient items corrected. The extent of the duties, responsibilities and limitations of authority of the Engineer as the HCCAO's representative during construction will not be modified or extended after the construction contract documents have been authorized by the HCCAO to be competitively bid without written consent of the HCCAO and the Engineer and with notice to the Contractor.

## **1.5 ADDITIONAL SERVICES/CHANGE IN SERVICES**

1.5.1 The HCCAO may direct the Engineer to perform services outside of the scope of the Basic Services described in Sections 1.1 through 1.\_\_\_\_ above. The Engineer will submit a written estimate of fees to the HCCAO and obtain the HCCAO's authorization before initiating any additional services.

1.5.2 Each material change (deletion or addition) in the services to be provided by Engineer must be authorized by the HCCAO on the Authorization of Change in Services form attached to this Agreement as Attachment A. Compensation for additional services will be in addition to that specified for Basic Services in accordance with Article 15 of this Agreement. The approval of the HCCAO's governing body is necessary for all additional services the compensation for which exceeds \$50,000.00.

## **ARTICLE 2**

### **THE HCCAO'S RESPONSIBILITIES**

The HCCAO will:

2.1 Provide full information to the Engineer regarding the HCCAO's requirements for the Engineer's services under this Agreement. The HCCAO will furnish the Engineer with copies of data and information in the HCCAO's possession needed by the Engineer at the Engineer's request.

2.2 Designate the HCCAO Economic Development Director as the HCCAO's Project Manager and authorized representative to act on the HCCAO's behalf with respect to this Agreement. The HCCAO will examine the documents and information submitted by the Engineer and promptly render responses to the Engineer on issues requiring a decision by the HCCAO.

2.3 Provide access to and make all necessary provisions for the Engineer to enter public and private property as required for the Engineer to perform its services under this Agreement.

2.4 Be responsible for the printing and binding of all construction contract manuals.

2.5 Bear all other costs incidental to this Article.

### **ARTICLE 3**

#### **CONSTRUCTION COST**

##### **3.1 DEFINITION**

3.1.1 The construction cost will be the total cost or estimated cost to the HCCAO of all elements of the Project designed or specified by the Engineer.

3.1.2 The construction cost will include at current market rates, including a reasonable allowance for overhead and profit, the cost of any equipment which has been designed, specified, selected or specially provided for by the Engineer, except that used materials and equipment will be included as if purchased new for the Project.

3.1.3 Construction cost does not include the compensation of the Engineer and the Engineer's consultants, or other costs which are the responsibility of the HCCAO as provided in Article 2.

##### **3.2 RESPONSIBILITY FOR CONSTRUCTION COST**

3.2.1 Evaluations of the HCCAO's Project budget and detailed cost estimates, if any, prepared by the Engineer, will represent the Engineer's best judgment as a design professional familiar with the construction industry.

3.2.2 A fixed limit of construction cost for any project will be established by the HCCAO's representative after consulting with the Engineer. The Engineer will be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, and types of construction are to be included in the construction contract documents, to make reasonable adjustments in the scope of the project and to include in the construction contract documents alternate bids to adjust the construction cost to the fixed limit. The fixed limit of construction cost may be increased by the HCCAO.

3.2.3 If the lowest bona fide bid exceeds the Engineer's most recent approved cost estimate established as a condition of this Agreement, the HCCAO will (1) give written approval of an increase in such fixed limit, (2) authorize re-bidding of the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality to reduce the construction cost. During the development of the Project through the phases described by Article 1 of this Agreement and prior to the HCCAO's final approval of construction contract documents, the Engineer will monitor the established probable construction cost in relation to the established fixed limit. If necessary, the Engineer will implement construction cost savings measures or otherwise endeavor to limit probable construction cost to the level of available funds set by the HCCAO.

### **ARTICLE 4**

#### **REIMBURSABLE EXPENSES**

4.1 Reimbursable expenses, including such things as expenses for plotting, reproduction of documents, auto travel mileage, delivery charges, long distance communications, freight, and state accessibility review are included in the Engineer's basic services compensation.

### **ARTICLE 5**

#### **PAYMENTS TO THE ENGINEER**

##### **5.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

Payments for Basic Services will be made to Engineer monthly following receipt by HCCAO of Engineer's invoices and appropriate payment requisitions. The amounts of these invoices will be based upon the extent of work completed by the Engineer on an hourly basis within each phase of services, in accordance with Article 15 of this Agreement, less any disputed amounts, pending resolution thereof.

## **5.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

Payments on account of the Engineer's Additional Services as defined in Section 1.5 will be made monthly upon presentation of the Engineer's statement of services rendered or expenses incurred, less any disputed amounts, pending resolution thereof and an Authorization of Change in Services form executed by the Engineer and the HCCAO.

## **ARTICLE 6**

### **ENGINEER'S RECORDS**

6.1 The Engineer will keep all of its expense records on a recognized accounting basis acceptable to the HCCAO and will be available to the HCCAO at mutually convenient times.

6.2 The HCCAO, its auditors, federal auditors, and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Engineer which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

6.3 The Engineer will furnish to the HCCAO at such time and in such form as the HCCAO may require, financial statements including audited financial statements, records, reports, data and information, as the HCCAO may request pertaining to the matters covered by this Agreement.

## **ARTICLE 7**

### **OWNERSHIP AND USE OF DOCUMENTS**

7.1 All documents prepared by Engineer in connection with this Agreement are the property of the HCCAO whether any project related to this Agreement is executed or not. HCCAO agrees such documents are not intended or represented to be suitable for reuse for another project by HCCAO or others. Any such reuse by HCCAO or those who obtained said documents from HCCAO without written verification or adaptation by the Engineer will be without liability or legal exposure to the Engineer.

7.2 The Engineer will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the HCCAO, for a period of three years except in the event that the Engineer goes out of business during that period, it will turn over, to the HCCAO, all of its records relating to the Project for retention by the HCCAO.

## **ARTICLE 8**

### **TERM; TERMINATION OF AGREEMENT**

8.1 The term of this Agreement begins on the effective date established in the first paragraph of the Agreement and will end upon the Engineer's completion, and the HCCAO's acceptance of all services described in this Agreement unless this Agreement is terminated under Sections 8.2 or 8.3 below. The Engineer's responsibility for work included in Subsection 1.4.25 will survive the expiration of this Agreement until such time that the specified warranty period for this Project is complete in accordance with the construction contract.

8.2 This Agreement may be terminated by either party upon 15 calendar days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.3 This Agreement may be terminated at will by the HCCAO upon at least 15 calendar days prior written notice to the Engineer.

8.4 In the event of termination as provided in this Article, the Engineer will be compensated for all services performed to termination date which are deemed by the HCCAO to be in accordance with this Agreement. This amount will be paid by the HCCAO upon the Engineer's delivering to the HCCAO all information and materials developed or accumulated by the Engineer in performing the services described in this Agreement, whether completed or in progress. The expense of reproduction of these items will be borne by the HCCAO.

## **ARTICLE 9**

## **INDEMNITY**

9.1 The Engineer will indemnify, hold harmless and defend the HCCAO and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts or omissions of the Engineer, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the HCCAO arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Engineer and/or its agents and/or employees. This obligation by Engineer will not be limited by reason of the specification of any particular insurance coverage in this Agreement.

9.2 The Engineer will procure and maintain at Engineer's expense insurance with insurance companies authorized to do business in the State of Ohio, covering all operations under this Agreement, whether performed by Engineer or Engineer's agents, subcontractors or employees. Before commencing the work the Engineer will furnish to the HCCAO a certificate or certificates in form satisfactory to the HCCAO, showing that Engineer has complied with this paragraph. All certificates will provide that the policy will not be changed or canceled until at least 30 calendar days written notice will have been given to the HCCAO. Commercial general liability insurance and motor vehicle insurance will be written with the Highland County Community Action Organization as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the HCCAO. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Ohio.

Liability Insurance:

- (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence and \$500,000.00 in the aggregate,
- (2) Motor Vehicle liability insurance in an amount not less than \$250,000.00 for injuries to any one person, \$500,000 on account of any one accident and in an amount of not less than \$250,000.00 for property damage and
- (3) Professional liability coverage to cover lawful claims arising in connection with this Project in the combined single limit amount of at least \$500,000.00.

The stated limits of insurance required by this Paragraph are **minimum only**—they do not limit the Engineer's indemnity obligation, and it will be the Engineer's responsibility to determine what limits are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. The HCCAO's acceptance of Certificates of Insurance that do not comply with these requirements in any respect does not release the Engineer from compliance with these requirements.

## **ARTICLE 10**

### **MISCELLANEOUS PROVISIONS**

10.1 This Agreement is governed by and will be construed under the laws of the State of Ohio. All obligations of both parties are performable and exclusive venue for any dispute arising under this Agreement is in Highland County, Ohio.

10.2 As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

10.3 The Engineer will not use funds received by it directly or indirectly under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

10.4 The Engineer hereby affirms that Engineer and Engineer's firm have not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of his/her

immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of Engineers to provide professional services to the HCCAO within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Ohio Election Code or the HCCAO will not be considered as a valuable gift for the purposes of this Agreement.

10.5 In performing the services required under this Agreement, the Engineer will not discriminate against any person on the basis of race, color, religion, sex, national origin, age, disability or ancestry. The Engineer agrees not to engage in employment practices which have the purpose or effect of discriminating against employees or prospective employees because of race, color, sex, religion, national origin, age, disability or ancestry. A breach of this covenant may be regarded as a default by the Engineer of the Agreement.

10.6 All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

10.7 Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

10.8 All services provided pursuant to this Agreement are for the exclusive use and benefit of the HCCAO.

10.9 In performing all services under this Agreement, the Engineer, its subcontractors, successors and assigns will comply with all local, state and federal laws.

10.10 The HCCAO's execution of and performance under this Agreement will not act as a waiver by the HCCAO of any immunity from suit or liability to which it is entitled under applicable law. The parties acknowledge that the HCCAO, in executing and performing this Agreement, is a governmental-funded entity acting in a governmental-funded capacity.

10.11 The Highland County Community Action Organization is governed by the Ohio Public Records/Open Meetings Act (the "Act"), Chapter 129 of the Ohio Revised Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Engineer will not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the HCCAO.

10.12 The captions or headings included in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles, or sections of this Agreement.

10.13 In the event that the performance by either the HCCAO or the Engineer of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of such events.

10.14 In the event of a default or breach of this Agreement by the Engineer, the HCCAO reserves the right to choose among the remedies for the default or breach available to the HCCAO. These remedies may be used in conjunction with one another or separately, and together with any other statutory or common law remedies available to the HCCAO. Any failure by the HCCAO to enforce this Agreement with respect to one or more defaults by the Engineer will not waive the HCCAO's ability to enforce the Agreement after that time.

10.15 All services provided pursuant to this Agreement are for the exclusive use and benefit of the HCCAO and the Agreement will not give rise to any rights in third parties.

10.16 If applicable, the Engineer will pay all license fees, royalties and other costs incident to the use of any invention, design, process, product or device subject to a patent right or copyright held by others in performing the work or in the completed project.

10.17 It is expressly agreed that the Engineer is an independent contractor and not an employee, agent partner or joint venture with the HCCAO. The Engineer will not pledge or attempt to pledge the credit of the HCCAO.

10.18 It is the HCCAO's intent to be proactive with regard to the environment. The HCCAO encourages "Value Purchasing" of environmentally friendly products. The Engineer is encouraged to identify green solutions in performing any services under the Agreement, as appropriate.

#### **ARTICLE 11**

##### **SUCCESSORS AND ASSIGNS**

11.1 The HCCAO and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The HCCAO and the Engineer will not assign, sublet or transfer any interest in this Agreement without the prior written consent of the other.

11.2 The Engineer will notify the HCCAO, in writing, of any change in its partnership/ownership within 30 calendar days of such change.

#### **ARTICLE 12**

##### **EXTENT OF AGREEMENT**

12.1 This Agreement, including appendices and referenced attachments represents the entire and integrated Agreement between the HCCAO and the Engineer and supersedes all prior proposals, negotiations, representations or agreements either written or oral between the parties. In the event of a dispute between the HCCAO and Engineer regarding the intent of this Agreement, both parties agree that this Agreement will be construed in a manner consistent with the HCCAO's Request for Proposals, the Engineer's proposal response and the public record of the HCCAO Board of Directors' approval of this agreement as applicable. The Engineer's expenses for travel, office, production and other expenses associated directly or indirectly with this Agreement are included as part of the total fee. This Agreement may be amended only by written instrument which must be signed by both the HCCAO and the Engineer. Any such authorization of change in services or amendment must be approved by the HCCAO's governing body unless the compensation for which does not exceed \$50,000.00.

12.2 Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

12.3 In the event of any conflict between the Agreement and the provisions of any exhibit or attachment to this Agreement, this Agreement will govern and control.

#### **ARTICLE 13**

##### **OTHER DUTIES AS SET FORTH IN THE CONSTRUCTION DOCUMENTS**

13.1 Engineer will have such other duties and responsibilities and limitations of authority as agreed to by Engineer in writing and as are set forth in the construction contract documents for the Project. However in the event of conflict, dispute, or discrepancy between the provisions of this Agreement and the construction contract documents, the more restrictive and/or burdensome with respect to the Engineer's role and responsibility will govern and control.

#### **ARTICLE 14**

##### **NOTICES**

14.1 Notices required under this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the HCCAO:

Julia Wise, Executive Director

Highland County Community Action Organization

1275 North High Street

Hillsboro, Ohio 45133

Fax: \_\_\_\_\_

To the Engineer [insert information]:

#### **ARTICLE 15**

##### **BASIS OF COMPENSATION**

15.1 The HCCAO will compensate the Engineer, in accordance with Article 5, Payments to the Engineer, and the other terms and conditions of this Agreement, as follows:



15.2 The total of all fees and expenses to be paid to the Engineer for Basic Services as described in Sections 1.1 through \_\_\_\_\_ will not exceed \$\_\_\_\_\_

15.3 Compensation for Basic Services and for Additional Services of the Engineer will be computed based on the Engineer's standard hourly rates [insert hourly rates]:

Principal \$\_\_\_\_\_

Clerical \$\_\_\_\_\_

Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents. This Agreement will be effective as of the day and year established in the first paragraph of this Agreement.