

LEGAL NOTICE

Summit Metro Parks (“Metro Parks”) is seeking statements of qualifications from consulting firms to perform engineering and design services for new and replacement bridge projects throughout the park district. The general scope includes construction document preparation and permitting for two(2) bridge replacement projects and five(5) new bridge structures in various locations throughout the park district. Some locations will include trail design. Statements of Qualifications to become eligible for this professional design service contract will be accepted until 12:00 noon, November 2, 2021. The successful firms will work under the direction of Summit Metro Parks.

Interested firms wishing to offer their services may obtain additional information by visiting the “Public Notices” under the “News and Publications” section of our website @ summitmetroparks.org

<https://www.summitmetroparks.org/public-notice.aspx>

Summit Metro Parks
Lisa M. King, Executive Director



REQUEST FOR QUALIFICATIONS

***ENGINEERING AND DESIGN SERVICES
Bridge Design – Multiple Locations
Summit County, OH***

**Board of Park Commissioners
Summit Metro Parks**

Tina Ughrin
Herbert Newman
Joel D. Bailey
Tonya Block
Mark A. Spisak

Lisa M. King, RLA, CPRP
Executive Director

October 14, 2021

Issue date:

October 14, 2021

Contracting agent:

Board of Park Commissioners

Summit Metro Parks

975 Treaty Line Road, Akron, Ohio 44313-5898

Attn: Travis R. Saunier, PE – Civil Engineer

SUMMIT METRO PARKS – AGENCY PROFILE**Governance and Staffing**

Summit Metro Parks was organized under Chapter 1545 of the Ohio Revised Code as a metropolitan park district in 1921. Metro Parks is not part of any other local, county, state or Federal government. Metro Parks is governed by a volunteer Board of Commissioners appointed by the Summit County Probate Judge. The Board serves as a policy-making body to establish and guide the overall direction of the Park District. The Park Board appoints a Director-Secretary who serves as the Chief Executive and Financial Officer and a non-voting member of the Board as its Secretary. There are approximately 100 full-time employees working for Metro Parks in diverse roles as maintenance; construction; law enforcement; interpretive programming; public relations; marketing; planning; civil engineering; landscape architecture; resource management; customer support and financial support and administrative services.

Metro Parks has a year-round full-time professional planning staff including two landscape architects, one civil engineer, one project manager and one park planner. The planning staff supervises the services of outside firms that assist in designing, engineering and preparing construction drawings for Metro Parks' capital improvement projects.

Agency Mission

We conserve, sustainably manage and value natural resources for the health and enjoyment of our community and inspire people to connect with nature through clean and safe parks.

Funding Sources

Funding for the Park District is derived primarily from a small real estate property tax levy, which voters periodically are asked to approve, and from some earned income from reservable facilities. Supplemental funding may be provided by State, Federal and local grant sources. Additional information can be found at www.summitmetroparks.org.

Purpose

Summit Metro Parks is accepting statements of qualifications from qualified consulting firms to perform Engineering and design services for a bridge design consultant. The general scope includes design and preparation of bridge construction documents.

The Metro Parks goals for this project are to offer a superior experience for visitors by creating a design which is creative, beautiful, durable, cost effective and in harmony with its surroundings.

Evaluation of Qualifications

Metro Parks' staff will review the Statements of Qualifications from interested firms and select the most qualified firm based on the Reviewer Evaluation Form. Interviews may be requested by Metro Parks and used as part of the evaluations. If interviews are requested the selected firms will be notified in writing.

Metro Parks will negotiate the scope of work and proposed fees, beginning with the firm ranked most highly qualified. The selected firm must execute the Metro Parks standard "Professional Design Services Agreement", draft copy attached.

The cost of preparing responses to this Request for Qualifications shall be borne by the engineering firm.

Consultant Notification

Metro Parks' staff will present the final recommendation to the Board of Park Commissioners for approval. Once Board authorization is received the successful firm will be notified in writing.

Project Context

SMP is planning projects which include bridges in several locations throughout the Park District. The locations include:

- Honeywell Trail – New pedestrian/bicycle bridge over unnamed tributary in Valley View.
- High Bridge Trail – New pedestrian/bicycle bridge over Cuyahoga River connecting Valley View to the O & E Canal Towpath Trail.
- High Bridge Trail – New roadway plus shared use path bridge over Cuyahoga River connecting the Oxbow and Chuckery areas.
- O & E Canal Towpath Trail – Replacement of pedestrian/bicycle Bridge No. TP-B29 over canal spillway in Barberton.
- Freedom Trail – Replacement of pedestrian/bicycle bridge No. FT-B02 over tributary stream in Tallmadge with a 3-sided precast concrete box structure.
- Freedom Trail – New pedestrian/bicycle bridge over CSX railroad tracks near Middlebury Road in Kent.

- Jogging Trail Extension – New pedestrian/bicycle bridge over Alder Run replacing the failing culvert near the intersection of Sand Run Parkway and North Portage Path.

Some of the bridges will be constructed as stand-alone projects. Others will be incorporated into larger projects or trail extensions. Qualified firms will be responsible for the topographic survey, geotechnical studies, design, construction document preparation, permitting, and construction assistance. Once the most qualified firm has been identified by SMP staff, SMP staff will negotiate a fee for the proposed work.

Scope of Project

The general scope of the project includes the preparation of documents to construct the bridges in multiple locations. Each bridge will be formatted to be a stand-alone project. The bridge plans may be combined with other plans and disciplines as part of a larger trail extension or other work.

The qualifications submittal must include subconsultant information for services not provided by the design firm.

The priority and schedule for the projects will vary. The schedule will be discussed with the most qualified team to determine the best approach to maximize efficiency and achieve deliverable goals.

Several agencies and partners will be involved and directly impacted by the projects. These agencies include, but are not limited to, local municipalities, railroads, Summit County Engineer, and Summit Soil and Water. The consultant will be expected to take the lead in this coordination and incorporate requirements and concerns into the design documents.

Services of Consultant

The consultant will be expected to provide programming, topographic survey, geotechnical studies, engineering, detail design, permitting, and coordination services necessary produce plans and specifications for public bidding and construction. The understanding and approach summary should demonstrate a general understanding of the scope, project approach, timeline, and resources necessary to complete the project. The resumes and information submitted should reflect additional survey, geotechnical, and due diligence information necessary beyond the information provided. The consultant will be expected to define the project scope and develop an efficient solution to design challenges.

*** END OF SECTION ***

STATEMENTS OF QUALIFICATIONS

General Notes

Each firm shall submit a Statement of Qualifications for Consulting Services accompanied by a letter signed by an authorized officer of the firm.

Metro Parks' staff will review the Statement of Qualifications from interested firms and select the most qualified firm based on the Reviewer Evaluation Form. The Reviewer Evaluation Form criteria consist of Ohio Revised Code requirements.

Each Statement of Qualifications must include the following in the order and format specified:

- **Transmittal letter or cover letter:** (1) one page, signed by an authorized officer of the firm.
- **Cover Page:** (1) one page.
- **Table of Contents:** (1) one page.
- **Section 1, Firm Overview:** (2) pages or less. Briefly describe the Firm's history showing your qualifications and practical experience with architectural services with similar scopes. Include a list of similar projects without discussion of the firm's role. Identify any sub-consultant(s) to be used for this project. Ability of the team in terms of its workload and the availability of qualified personnel, equipment and facilities to perform the required professional design services competently and expeditiously.
- **Section 2, Project Understanding and Project Approach:** (2) pages or less. Describe understanding of projects and a comprehensive and innovative approach to meet the Metro Parks goals and how the project will be managed to provide quality deliverables.
- **Section 3, Project Examples:** (6) six pages or less. Provide (3) three example projects, including description of work performed, date completed, and your firm's role in the project. For each example project include no more than (1) one page for project narrative and (1) one page for photos of the project equaling (2) two pages total permitted per project.
- Project examples should be similar to "Scope of Project" and "Services of Consultant" described in this RFQ. Include in the example the project's estimated cost and if available, actual project construction cost. Emphasis shall be placed on "Services of Consultant".

- **Section 4, Project Team Resumes:** Include a list of the project team including employee name, title and responsibility. Clearly identify the project manager serving in a decision-making capacity as primary contact. Provide a (1) one-page resume of each member of the design team. Including a (1) page resume for any team members from sub-consultant(s). Include the employee's title, education, training, project experience and certifications applicable to the Scope of Project. Provide a (1) one-page resume of each firm (listed in Section 1) used as a sub-consultant.
- **Section 5, References:** Provide (3) three client references preferably for the projects listed in Section 3.
- Include only those sheets identified, no dividers.
- Text fonts shall be 10 point or larger.

SUBMITTAL PROCEDURE

Interested firms wishing to offer their services please email qualifications in a scrollable PDF format, with PDF page sizes of 8.5" x 11".

Clearly marked on the subject heading of the cover page and in the email subject line:

QUALIFICATIONS – ENGINEERING & DESIGN SERVICES- Freedom Trail Phase 4

Email to the attention of and submit questions to:

tsaunier@summitmetroparks.org

Travis Saunier, PE
Civil Engineer

SUBMISSION MUST BE RECEIVED ON OR BEFORE NOON, 12:00 PM, (Eastern Standard Time), November 2, 2021.

Consultants submitting qualifications are responsible for ensuring that the emailed qualifications are RECEIVED by the deadline noted above. Emails sent, but not received by the deadline will not be accepted. Consultants are encouraged to email the qualifications at least 3 hours in advance of the deadline and contact Nick Moskos, Summit Metro Parks by subsequent email to ensure the qualifications are received.

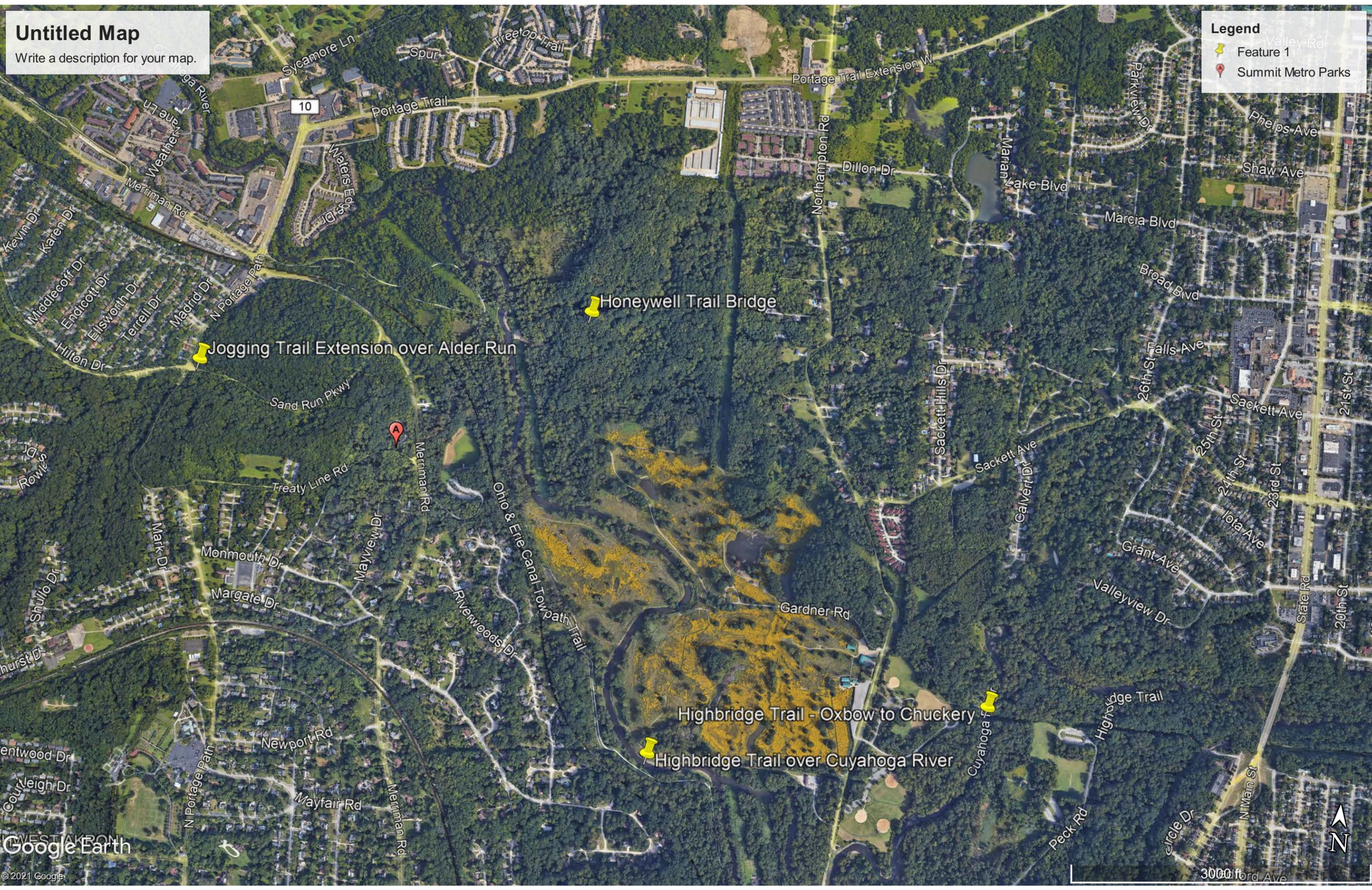
*** END OF SECTION ***

Untitled Map

Write a description for your map.

Legend

- Feature 1
- Summit Metro Parks



Honeywell Trail Bridge

Jogging Trail Extension over Alder Run

Highbridge Trail - Oxbow to Chuckery

Highbridge Trail over Cuyahoga River



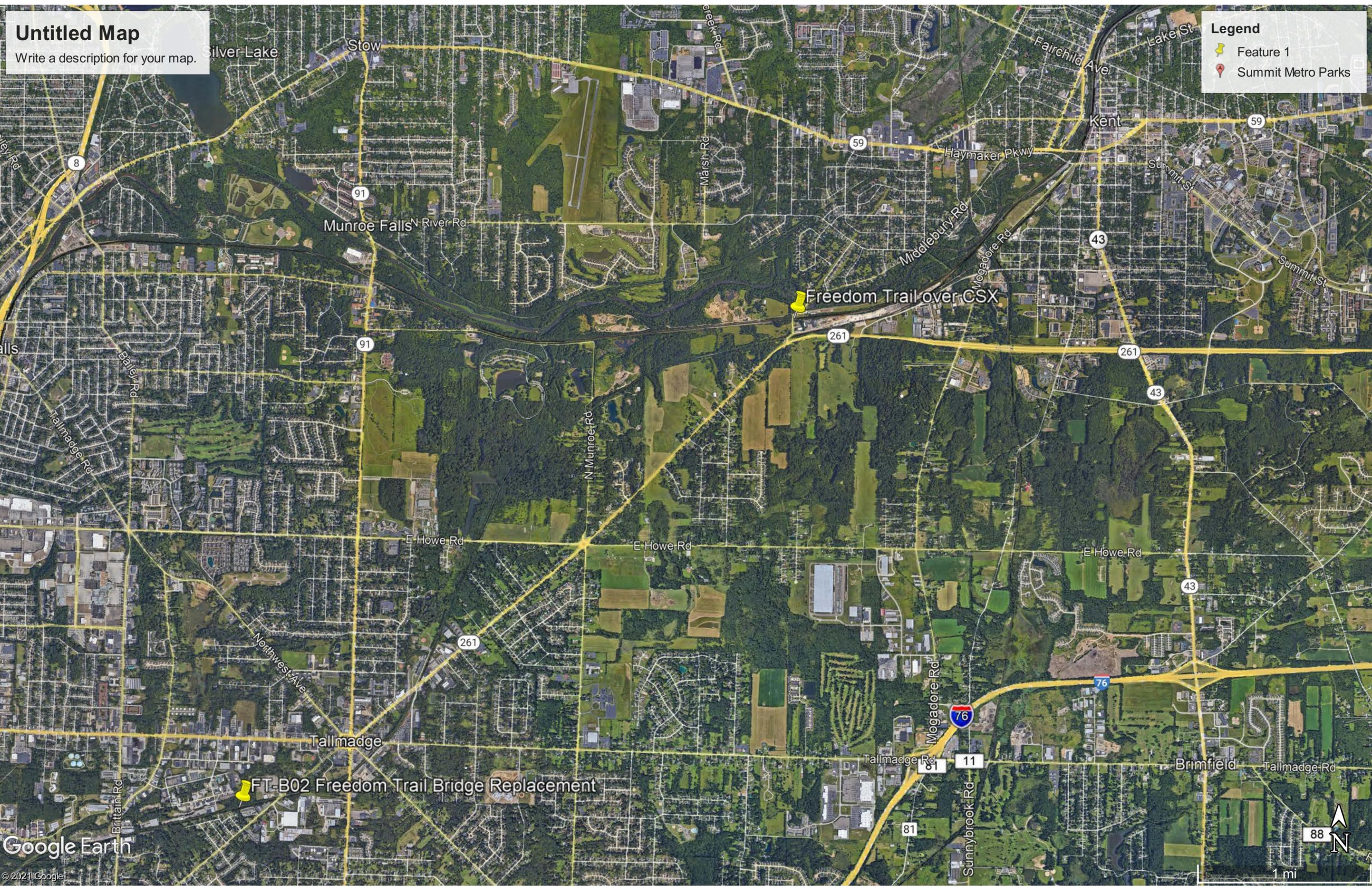
3000 ft rd Ave

Untitled Map

Write a description for your map.

Legend

-  Feature 1
-  Summit Metro Parks



Freedom Trail over CSX

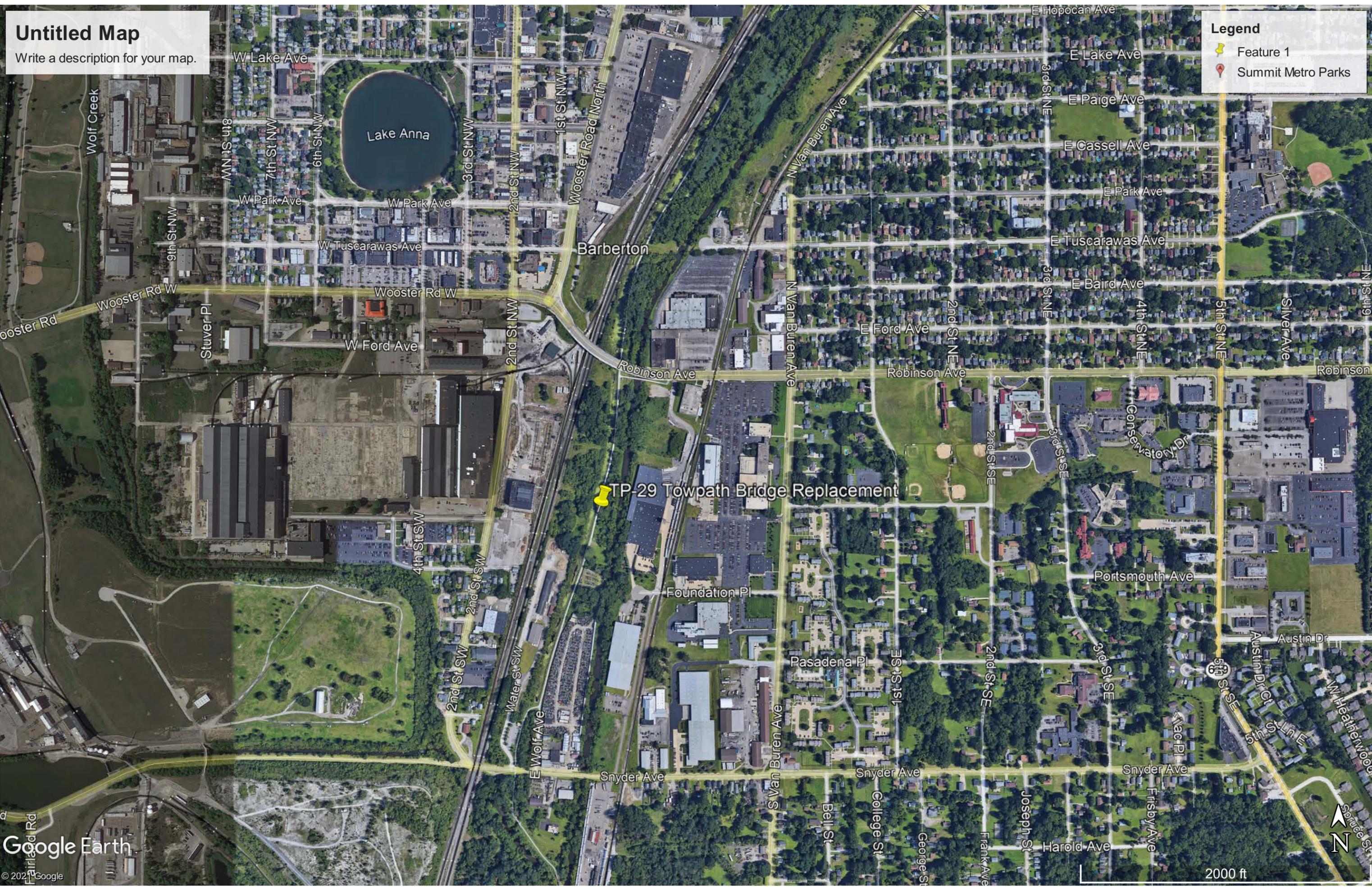
FT-B02 Freedom Trail Bridge Replacement

Untitled Map

Write a description for your map.

Legend

-  Feature 1
-  Summit Metro Parks



REVIEWER EVALUATION FORM

Name of consultant: _____

Project: _____

Evaluator: _____ Date/year: _____

| | Points Possible | Points Awarded |
|---|-----------------|----------------|
| Met Submittal Requirements (if no, submittal is rejected) | Yes or No | |
| Section 1, Firm Overview Firm's ability to describe their history showing their qualifications and practical experience with projects of similar size and type. Identify any subconsultant(s). Ability of the team in terms of its workload and the availability of qualified personnel, equipment and facilities to perform the required professional design services competently and expeditiously. | 10 | |
| Section 2, Project Understanding and Project Approach Firms understanding of the project and ability to provide comprehensive and innovative approaches to meet the Metro Parks goals. Firm's ability to describe how the project will be managed to provide quality deliverables within provided deadlines. | 15 | |
| Section 3, Project Examples (10 points each) Firm's previous experience with projects of a similar nature and scale. | 30 | |
| Section 4, Resumes | | |
| Project Manager Resume: Indicated the technical training, education, and experience especially the technical training, education, and experience as related to the project. The Project Manager will serve in a decision-making capacity as primary contact. | 10 | |
| Project Team Resumes: Competence of staff as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees of the firm and sub-consultant(s) who would be assigned to perform the services; All work shall be done under the supervision of professionals licensed in Ohio; | 25 | |
| Section 5, References Past performance of the firm as reflected by the evaluations of previous clients with respect to such factors as control of costs, quality of work, and meeting deadlines. | 10 | |
| Firm Interviews (if requested) | TBD | |
| TOTAL POSSIBLE SCORE | | |

PROFESSIONAL DESIGN SERVICES AGREEMENT

This Professional Design Services Agreement (hereinafter “Agreement”) made and entered into this DAY day of MONTH, 20**, by and between Summit Metro Parks (hereinafter “Owner”) and **CONSULTANT** (hereinafter “Consultant”);

RECITALS:

Owner desires to retain Consultant for Professional Design Services (registered architect, registered landscape architect, registered professional surveyor and registered professional engineer) (“Services”) as set forth in Ohio Revised Code Sections 156.65 - .73 for **PROJECT NAME** (“the Project”) in **PARK NAME, CITY** Ohio; and

Consultant desires to perform Professional Design Services in connection therewith.

In consideration of the promises and agreements herein contained,

I. SCOPE OF PROJECT

Consultant is to provide all of the registered architect, registered landscape architect, registered professional surveyor and registered professional engineer services required and necessary for the Project, all in accordance with the highest standards for the Services. The Services must be completed within the budget to be agreed upon by Owner and Consultant.

2. SERVICES OF CONSULTANT

Consultant will work with Owner to define and describe the Project and Services (the Project to include all required duties, tasks and things contemplated by this Agreement which may in part be set forth and described above and for Consultant’s fees set forth in Exhibit I) and pursuant thereto will retain and pay for the services of other consulting specialists as are normally required for the performance of Services for projects of comparable character, secure the Owner's written approval of such consultants or specialists and pursuant thereto will:

2.1 Master Plan. Prepare and submit for Owner’s approval a Master Plan for the Project consisting of a basic layout plan illustrating form and function of the site and program elements and their relationship to each other in basic detail. The final Master Plan will be presented as a color rendering, digital and hard copy, as defined in this Agreement and as set forth in Exhibit I.

2.2 Surveying Services. Oversee the preparation of a boundary and topographic survey of the project limits described in the “Scope of Project.” Consultant will obtain deeds, plats, tax maps, surveys, known easements and utilities, roadway, right-of-way plans, and all other information necessary to complete the survey. The survey will include all required duties, tasks and other things contemplated by this Agreement as set forth in Section I and Exhibit I.

2.3 Schematic Design, Outline Specifications and Estimated Cost. Prepare and submit for Owner’s approval a schematic design study for the Project consisting of drawings and materials in the form of plans, elevations and sections, sufficient to convey the Project design and personal property to the Owner. The Scope of Project (Section I and Exhibit I) will serve to indicate the general description of the Project, the type of improvements, the kinds and quality of materials, and personal property to be

installed in the Project. Prepare and submit for Owner's approval an estimated Project cost and purchase prices for personal property to be entitled "Estimated Project Design and Cost-Schematic Design Phase."

2.4 Design Development, Plans, Drawings, Specifications and Estimated Cost - Revised. Upon approval by the Owner of the schematic design and estimated cost, the Consultant will prepare and submit for Owner's approval design development documents consisting of drawings showing plan layout, elevations, cross-sections, and personal property and other appropriate features of the Project as well as an estimated Project cost entitled "Estimated Project Design and Cost-Revised" with date and in sufficient detail to indicate the cost of major categories of the work involved in the completion of said Project.

2.5 Construction and Design Documents: Plans, Drawings, Specifications and Estimated Cost - Final. On receipt of written instructions from the Owner to proceed with the preparation of documents, the Consultant shall prepare from the approved design development documents and submit to the Owner for approval the following (hereinafter "Project Documents"):

2.5.1 Plans, Drawings and Specifications. Plans, drawings and specifications describing and setting forth in detail the work to be done in completing the Project, the materials, workmanship, finishes, equipment and personal property required to complete the Services and Project; and

2.5.2 Design Cost Adjustments. Written notice to the Owner of any adjustments in the Estimated Project Design and Cost-Design Development Phase arising from more detailed development of the design of the Project or from approved changes in the scope of requirements for the Project which shall be the "Estimated Cost-Final."

2.6 Plan Reviews, Permits, and Funding Agency Documents. Consultant will at all times assist Owner and Owner's Contractor, if applicable, in gaining approval of all governmental entities or agencies required to approve the Project and will prepare all studies, plans, drawings, specifications and other documents required by this Agreement in such form and with such information or data contained therein as may be required by any such entities, agencies or by any funding sources from which Owner may seek construction or other grants for the Project. Consultant will coordinate all submittals to such entities and agencies as necessary to secure plan approval. Owner will pay the costs of plan reviews directly to the entities and agencies, separate from fees paid to the Consultant under this Agreement. Studies, plans, drawings, specifications and other documents shall not be submitted until approved by Metro Parks in writing.

2.7 Bidding Assistance. After approval of the documents for the Project, Consultant will if appropriate assist Owner in obtaining bids or negotiated proposals and awarding contracts for the completion of the Project.

2.7.1 Aiding the Owner or the Owner's attorney in drafting a standard bid form, instructions to bidders, and proposed contract documents to be executed by the Owner and the selected contractor(s), service provider(s) or supplier(s).

2.7.2 Issuing addenda bulletins explaining or detailing the provisions of the Project Documents for the Project to bidders.

2.7.3 Consulting with and advising the Owner on bids submitted by contractors, service providers or suppliers for the completion of the Project.

2.8 Bids in Excess of Estimated Cost - Final. Should the lowest acceptable bid by a bidder for goods, services, construction or supply of any phase of the Project exceed by more than Ten Percent

(10%) the total estimated cost of the phase of the Project stated on the “Estimated Project Design and Cost - Final,” prepared by the Consultant and approved by the Owner, the Consultant will on written request of Owner and without cost to the Owner, revise the Project Documents for the Project in such a manner as to bring the total actual cost of completing, constructing and/or supplying the Project within the amount specified as the total estimated cost of the Project on such Estimated Project Cost - Final.

2.9 Sub-Consultants. The Consultant will employ at its own cost and expense such technicians and environmental design professionals as may be required to properly design and supervise the completion, construction and/or to supply the various elements required to be included in the Project. All such technicians and environmental design professionals, hereinafter called Sub-consultants so employed by the Consultant must be duly licensed in their respective fields of specialization by the State of Ohio and, before employment by the Consultant, shall be approved in writing by the Owner. Should the first list of consultants so proposed to be employed by the Consultant be unsatisfactory to the Owner, the Consultant will submit to the Owner a list of two or more Sub-consultants in each field of specialization in which the Consultant seeks consultation and shall employ the Sub-consultants selected from such list by the Owner. Nothing contained in this section, however, creates a contractual relationship between the Owner and any Sub-consultant so employed by the Consultant.

2.10 Construction Phase. After the award by Owner of a general contract or contracts for the construction of the project, the Consultant will:

2.10.1 Provide technical direction to such person or persons as may be designated by Owner who shall be employed by and responsible to Owner (hereinafter “Owner’s Representative”).

2.10.2 Act as the project inspector and assist the general contractor in preparing a marked set of prints indicating dimensioned locations of utility lines and outlets if required, which set of prints shall be delivered to the Owner on completion of the Project.

2.10.3 Visit and inspect the Project as may be reasonably required to assure conformance of the work, materials and personal property to the Project and contract Documents, not less often than weekly however, and promptly on written request of the Owner.

2.10.4 Promptly advise the Owner in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, service provider, materialman or supplier on the Project.

2.10.5 Reject any work or materials or personal property on the project that does not conform to the Project or contract Documents.

2.10.6 Furnish on request of the Owner, any contractor, any subcontractor, any service provider or supplier on the Project, definitions and interpretations of the working drawings and specifications or other Project Documents for the Project.

2.10.7 Review and approve shop drawings, samples, and other submissions of the contractor, service provider or supplier for conformance with the design concept of the Project and compliance with the project or contract documents.

2.10.8 Determine, on receipt of an application for payment from the contractor, service provider or any supplier, the amount due to the contractor, service provider or supplier under the Project or contract Documents and issue a certificate for payment to the Owner for such amount. Each such

certificate of payment issued by the Consultant constitutes a representation by the Consultant to the Owner that the Consultant has inspected the Project and that to the best of Consultant's knowledge the work, materials and personal property required to be completed and furnished by the contractor, service provider or the supplier, before the payment specified in such certificate becomes due to the contractor or supplier, has been completed or furnished in accordance with the Project or contract Documents.

2.10.9 Make such reports as may be reasonably required by the Owner on the status of the construction of the Project.

2.10.10 Approve, subject to written concurrence by the Owner, of the substitution of any materials, equipment or personal property for those required by the working drawings and specifications or Project Documents for the Project and approve any reports on such substituted materials, equipment or personal property.

2.10.11 Maintain records for the Project.

2.10.12 Prepare change orders for written approval of the Owner.

2.10.13 Provide a color schedule of all materials to be used in the project for the Owner's review and approval.

2.10.14 Assist in obtaining compliance from contractors, service providers or suppliers with the mechanics lien laws of the State of Ohio as required by Owner.

2.10.15 Prepare punch lists at the time of substantial completion of the Project, with subsequent inspections until application for final payment by the contractor, service provider or suppliers at which time Consultant shall make a final inspection of the Project, assemble and deliver to Owner all written guarantees, instructions books, diagrams and charts required by the Project and contract Documents, and upon completion of all items required by the Project and contract Documents, issue a certificate of final completion of the Project.

2.10.16 At the earliest opportunity issue such documents and/or certificates of completion so as to obtain from applicable government entities and/or agencies all necessary occupancy permits and/or authority.

2.11 Change Orders. Notwithstanding any other provision of this Agreement, the Consultant will not issue nor shall the Consultant have authority to issue, without first obtaining the written approval of the Owner any change order or other order to any contractor, subcontractor, service provider or supplier employed on the Project that will materially deviate from the Project or contract Documents and/or commit the Owner to pay any amount in excess of the contract price specified in the Project or contract Documents.

2.12 Post Construction Phase. If applicable, after final completion of the Project to assist and instruct Owner in the proper use of systems and controls, the care, use and maintenance of finishes and furniture, fixtures and equipment, use of building facilities, systems, amenities and emergency procedures and the administration and procedures with respect to warranties and guarantees. After final completion of the Project but not later than three months prior to the expiration of all one-year warranties attaching to work and/or materials for the Project, Consultant will visit and inspect the Project; the second such inspection shall be one month prior to the expiration of such warranties; Consultant will upon completion of such inspections advise the Owner of any evidence of faulty materials or workmanship used in

completing the Project or the personal property supplied as part of the Project and furnish Owner with drawings capable of reproduction by direct printing process of the final working drawings including such revisions as may have been made in the course of construction of the Project, such drawing prominently noted "as built."

2.13 Extra Work. In addition to the basic fee hereinafter agreed to be paid to Consultant, the Owner shall pay in accordance with Section 3.3 of this Agreement the direct personnel expenses as hereinafter defined that have been incurred by Consultant in performing any extra work required by Owner and not required to be performed by Consultant hereunder, such work consisting of the following:

2.13.1 The providing of financial feasibility or other special studies of the Project by the Consultant.

2.13.2 The providing of Services, drawings, designs, plans, specifications, or other documents for the replacement of any work damaged by fire or other cause not the fault of the Consultant during construction of the Project.

2.13.3 The providing of additional Services required because of the default of the general contractor or any subcontractor or service provider in the performance of the Project Documents.

2.13.4 The providing of services as an expert witness in connection with any public hearing, arbitration proceeding, or proceedings of a court of record not required to secure the approval of any governmental agency or board for the completion of the Project, or assistance that owner may require with respect to claims made or actions brought against owner relating to the things to be accomplished under this Agreement and/or the Project Documents.

2.14 Liability. At all times during the continuance of this Agreement, the Consultant will use best efforts to secure compliance by contractors, service providers and suppliers employed on and for the Project with the contractual requirements for the Project and is responsible to Owner for errors and omissions in design and failure to perform this Agreement, but shall not be a guarantor of the performance of any contractor nor shall Consultant be liable for the errors or omissions of any contractor, subcontractor, service provider, materialman or supplier employed on or furnishing materials or personal property to the Project.

2.15 Defense of Owner. Assist in the defense of Owner from all lawsuits or claims.

2.16 Assistance to Owner. Render to Owner all assistance Owner may require with respect to claims made or actions brought against Owner relating to the things to be accomplished under this Agreement or under the Project Documents.

2.17 No Delays. Without causing delay perform and complete all of the tasks, duties and things contemplated by this Agreement.

2.18 Purchase of Personal Property. In connection with the ordering and/or purchase of personal property:

2.18.1 To inform suppliers that Consultant is not authorized to accept the personal property on behalf of Owner and that as a condition of the order and/or purchase, that the time for acceptance or rejection and for commencement of the running of time with respect to warranties shall

not commence until installation and a reasonable time for testing and/or observing by Owner on the Project premises;

2.18.2 Will not accept or retain possession of any personal property from suppliers unless such acceptance or retention of possession is qualified so that Owner's rights to inspect, accept and/or reject are preserved and unless warranties with respect to such personal property commence to run from the date of acceptance by Owner.

2.19 Utility and Rail Road Coordination. Consultant shall provide utility coordination as per the Ohio Revised Code, 3781.27, Ohio Department of Transportation and as summarized below. Utility coordination shall be incorporated into the "Services of Consultant" at various stages. The consultant shall:

2.19.1 Contact the Ohio Utility Protection Services (OUPS), Ohio Oil and Gas Producers Protection Service (OGPUPS) and other utility services. Consultant shall directly contact non-members of OUPS and OGPUPS.

2.19.2 Request utility owners locate and mark underground facilities. The consultant shall also request plans, drawings, maps or other underground records showing the underground facilities.

2.19.3 Show all utility information on the plans, profiles, cross sections and other drawings. Utilities not located and marked shall be shown on the drawings as per record information and noted as such.

2.19.4 Advise Metro Parks of any owners that have not responded to request to have utilities marked or have not provided utility drawings. Advise Metro Parks of any possible conflicts between the proposed work and existing utilities.

2.19.5 Include on the plans, the OUPS ticket number and a list of all utilities, including address and contact information.

2.19.6 Submit drawings to each utility owner and contact utility owners in writing to request review of the drawings and information regarding existing facilities and, if eligible, preliminary reimbursement costs and relocation schedule information. The consultant shall incorporate any special provisions required by the utility owners into the drawings and/or specifications and obtain approval from each utility owner.

2.19.7 Advise Metro Parks of any cost, permits, work, approvals, agreements or other requirements by utility owners.

2.19.8 Maintain all utility correspondences, drawings and other records throughout the project and provide a copy to Metro Parks.

2.20 Provide railroad coordination as required by railroad companies, Federal, State and Local laws. When projects are adjacent to or crossing over or under railroads, the consultant shall show on the drawings or specifications any information required by the railroad. The consultant shall submit drawings to and obtain approval from railroad companies.

3. OWNER'S RESPONSIBILITIES

Owner will:

3.1 Designate **NAME** as the Owner's representative for the Project who is authorized to act on behalf of the Owner with regard to the Project.

3.2 Provide timely review and input, as needed.

3.3 Pay to Consultant the fees, on a time and material basis, as indicated in attached proposal dated **DATE**, total cost not to exceed **\$FEE (FEE dollars and FEE cents)**. Consultant Fee Proposal is attached hereto as Exhibit I and incorporated herein by reference as if fully rewritten.

3.4 Provide Consultant items and data available such as survey data, geotechnical data, Natural Resource Management inventory, cultural resources such as archeology, etc. as may be appropriate.

4. Compliance with Ohio Revised Code Sections 145.036, 145.037 AND 145.038 relating to Ohio Public Employees Retirement System.

Pursuant to the above-referenced Revised Code Sections, the parties represent and agree as follows. Consultant is either:

4.1 A Business Entity – a corporation, association, firm, limited liability company, partnership, sole proprietorship or other entity engaged in business and has five or more employees; and

All individuals employed by Consultant who provide personal services to Owner/Summit Metro Parks are not public employees for purposes of Chapter 145 of the Ohio Revised Code; or

4.2 Other than a Business Entity, whether an individual or an entity engaged in business having less than five employees; and

All individuals employed by Consultant who provide personal services to Owner/Metro Parks are not public employees for purposes of Chapter 145 of the Ohio Revised Code; and

The names, addresses and other contact information of Consultant's employees are the following:

1. _____
2. _____
3. _____
4. _____; and

4.2.1 Consultant will notify the individuals employed by Consultant rendering the personal services that they are not classified as public employees and that no contribution will be made to the Ohio Public Employees Retirement System on their behalf; and

4.2.2 Consultant will obtain or assist Metro Parks in obtaining signed Independent Contractor/Worker Acknowledgment Forms (PEDACKN (Rev. 4-20-13) or any revision thereto) for each Individual employed.

4.3 Consultant is an Independent Contractor as defined in Ohio Administrative Code 145-1-42(A)(2), and

- 4.3.1 Is a party to a bilateral agreement which must be a written document, ordinance, or resolution that defines the compensation, rights, obligations, benefits and responsibilities of both parties;
- 4.3.2 Is paid a fee, retainer or other payment by contractual arrangement for particular services;
- 4.3.3 Is not eligible for workers' compensation or unemployment compensation;
- 4.3.4 Is not eligible for employee fringe benefits such as vacation or sick leave;
- 4.3.5 Does not appear on Owner's payroll;
- 4.3.6 Is required to provide his own supplies and equipment, and provide and pay his assistants or replacements if necessary;
- 4.3.7 Is not controlled or supervised by personnel of Owner as to the manner of work; and
- 4.3.8 Receives an Internal Revenue Service form 1099 for income tax reporting purposes.

5. MISCELLANEOUS

5.1 Termination.

5.1.1 The Owner reserves the right, upon written notice to the Consultant, to terminate this Agreement with Consultant or to suspend and abandon the Project and all work connected with the Project.

5.1.2 On the termination of this Agreement, or the suspension or abandonment of the Project by the Owner, the Owner will pay the Consultant, as full payment for all services performed and all expenses incurred under this Agreement, all sums actually due and owing to the Consultant from the Owner under this Agreement on the day the written notice is received by the Consultant, plus the reasonable value of all work performed under this Agreement up to the time notice is received for which payment is, at the time such notice is received by the Consultant, not yet due and payable.

5.1.3 On termination of this Agreement and payment of the sums specified herein, the Owner shall be entitled, should Owner later determine to complete the Project or a substantially similar Project, to use any completed drawings, specifications, estimates, or other completed instruments prepared pursuant to this Agreement by the Consultant without the payment of additional compensation to the Consultant.

5.1.4 The Consultant will maintain all records required by Owner to be maintained under this Agreement including, if applicable, records of accounts between Owner and the general Contractor on the Project; records of the Consultant's direct personnel expenses for extra work performed under this Agreement; and records of the Consultant's reimbursable expenses in accordance with generally accepted accounting practices and available for inspection by the Owner or his authorized representative at all reasonable times.

5.2 Confidentiality. Consultant will keep and maintain as confidential all information concerning this Project excepting only the disclosure of such information as may be required for purposes

of obtaining permits and/or licenses from applicable governmental entities and/or agencies; Consultant will obtain similar agreements from persons and firms employed by Consultant and this requirement will survive the completion of this Agreement.

The obligations of confidentiality and non-disclosure of all information concerning the project apply absolutely and unconditionally, unless the Consultant can prove that the information:

- (a) was available to the public at the time it was disclosed to the Consultant;
- (b) becomes available to the public through no fault of Owner or Consultant; and
- (c) was in the Consultant's possession as evidenced by written records at the time of disclosure to the Consultant by the Owner; or
- (d) was disclosed to the Consultant by a third party who is not legally prohibited from doing so.

The Consultant shall have the burden of proof and persuasion to prove that the information came to the Consultant's knowledge or possession as the result of one or more of the above set forth exceptions.

5.3 Separate Contracts. Owner has the right to let other contracts for design services, and Consultant will cooperate with any other such contractors.

5.4 Ownership of Documents; Final Deliverables. On condition of payment of all fees due to Consultant, all designs, specifications, technical data and other documents produced by Consultant in the performance of this Agreement are the sole property of Owner and Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law or by equity. Consultant agrees that Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications and other technical data pertaining to the work to be performed under this Agreement.

Consultant will furnish Owner at Consultant's expense all Project Documents including but not limited to plans, drawings and specifications provided on a CD containing one .pdf file containing all plan sheets in order, any technical specifications and data in Word format, and all AutoCAD drawings, version 2009 or newer, all in accordance with the Project scope. Final payment to Consultant will be made when Owner has received all items as detailed herein.

5.5 Insurance. Consultant will obtain and maintain in effect the insurance coverages and in the limits as set forth in Exhibit 2 Insurance.

5.6 Completion Date. Consultant will complete the Services of Consultant on or before _____ See Exhibit I.

5.7 Time of the Essence. The parties hereby agree that the time limits established for the completion of performance by Consultant of each phase of Consultant's work and completion of the project in its entirety on or before _____ are of the essence of this Agreement.

5.8 Indemnification. Consultant promises and agrees to indemnify, protect, save and hold harmless the Owner from and against any and all claims, demands, actions, causes of action, charges or

liability, including all losses, costs, damages, expense or charges in connection therewith, including but not limited to court costs, attorney fees, expert witness fees, inspection fees or costs of testing arising out of the above and will furnish counsel for the defense of any of the above from and against any of the above arising in favor of any person out of any act or failure to act, whether tortious or contractual, in connection with or pursuant to this Agreement or arising both out of or during operations under the Agreement or due to the presence of the injured person or party on the subject premises, whether the operation above described be by the Consultant and/or anyone employed directly or indirectly by the Consultant (including subcontractors, their servants, agents and employees).

5.9 LIMITATION OF DAMAGES. OWNER IS NOT LIABLE FOR LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

5.10 Nonwaiver. No act or failure to act on the part of either party shall operate to release either party of any rights or remedies hereunder.

5.11 Governing Law and Forum. This Agreement shall be construed and the legal relations between the parties shall be determined in accordance with the laws of the State of Ohio other than those relating to conflicts of law. All disputes must be resolved in the state or federal courts located in Summit County, Ohio, and Consultant hereby consents to the exclusive jurisdiction and venue of said courts.

5.12 Dispute Resolution. Any claim or controversy between the parties arising out of or relating to this Agreement or the breach thereof will be resolved in accordance with the dispute resolution procedures set forth in Exhibit 3.

5.13 Successors and Assigns. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, provided however that neither this Agreement nor any part thereof nor any monies due or to become due hereunder to the Consultant may be assigned without the written consent of the other.

5.14 Notices. All notices and other communications between the parties hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, and addressed to Owner, Summit Metro Parks, 975 Treaty Line Road, Akron, Ohio 44313, ATTN: NAME, and to CONSULTANT, ADDRESS, ATTN: NAME

5.15 Entire Agreement; Changes to the Agreement. The captions of this Agreement do not form a part thereof and are solely for the convenience of the parties. Any documents referenced in this Agreement are incorporated herein by reference. This Agreement including the Exhibits contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements understandings, negotiations and discussions between the Parties relating thereto.

No changes, modifications, waiver or alteration of the Terms and Conditions of this Agreement are binding unless in writing signed by Executive Officer of Owner.

5.16 Survival. The following sections survive the completion or termination of this Agreement: Sections 2.10.11, 2.10.15, 2.10.16, 2.12, 2.13.4, 2.15, 2.16, 4.1.4, 4.2, 4.4, 4.8 and 4.9.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement the day herein first above written.

SUMMIT METRO PARKS

Witness _____

By: _____
Lisa M. King, RLA, CPRP, Executive Director

Witness _____

Date _____
"OWNER"

**CONSULTANT IS A BUSINESS ENTITY –
FIVE OR MORE EMPLOYEES**

CONSULTANT.

Witness _____

By: _____

Witness _____

Title: _____

Date: _____

-OR-

**CONSULTANT IS AN INDIVIDUAL – LESS
THAN FIVE EMPLOYEES**
COMPANY NAME

Witness _____

By: _____

Witness _____

Title: _____

Date: _____

"CONSULTANT"

SAMPLE

Exhibit I
Scope of Project, Services of Consultant and Fee

SAMPLE

Exhibit 2
Insurance

Consultant will obtain and maintain in effect all of the following insurance coverages through insurance companies satisfactory to Owner, and naming the Owner as an additional insured (except with respect to the professional liability insurance in clause (v) below), and for the following limits and liabilities, and the same shall be upon an "occurrence" basis:

- (i) workers' compensation insurance covering the statutory requirements of the State of Ohio;
- (ii) commercial general/comprehensive general liability and broad form contractual liability, \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations; \$1,000,000 personal and advertising injury; \$100,000 fire damage; medical expenses to any one person \$10,000;
- (iii) business automobile coverage, \$1,000,000 each accident;
- (iv) excess liability, \$5,000,000 each occurrence and aggregate;
- (v) professional liability, general office \$2,000,000 per claim and in the aggregate, deductible not to exceed \$100,000.

The insurance policies set forth above will contain provisions that coverage will not be canceled or not renewed until at least 30 days prior written notice to Owner; Consultant will deliver to Owner certified copies evidencing that the above-described insurance is in force and certified copies of required policy endorsements.

Exhibit 3
Dispute Resolution

The parties agree to binding arbitration in Summit County, Ohio and hereby irrevocably submit themselves to the exclusive jurisdiction and agreed venue of the state and federal courts of Summit County, Ohio. Ohio law applies to the interpretation and enforcement of the terms and conditions of this Agreement.

Any claim or controversy between the parties arising out of or relating to this agreement or the breach thereof will be resolved as follows:

- (i) The parties will meet and confer in good faith in an attempt to resolve the dispute or problem.
- (ii) In the event that the parties are unable to resolve the claim or controversy, either party may notify the other that the matter shall be submitted to binding arbitration in Akron, Summit County, Ohio in accordance with the applicable provisions of Chapter 2711 of the Ohio Revised Code, excepting that the following terms and conditions will control and supersede and/or supplement the provisions of Chapter 2711:
 - (a) After a party gives notice by personal delivery or certified United States mail to the other, the parties shall select a single arbitrator within 15 days.
 - (b) In the event that the parties cannot agree upon a single arbitrator, they shall each select an arbitrator within five days, and the two arbitrators selected shall select a third.
 - (c) In the event a party fails or refuses to select an arbitrator, the provisions of Ohio Revised Code Section 2711.03 apply.
 - (d) Within 20 days, the parties and arbitrator(s) will meet to establish the rules to be followed in the arbitration, such as procedures, pre-arbitration discovery, the place of the arbitration, time allowed for presentation of each case, the making of a record for the proceedings, subpoena and sanctions powers of the arbitrator(s), confidentiality of the proceedings, arbitrator(s)' fees, the award, appealability and procedures and standards for appeal.
 - (e) The arbitration will be conducted within 60 days of the selection of the arbitrator(s).
 - (f) After the arbitration is concluded, the written decision will be rendered within 30 days.
 - (g) The decision is subject to Sections 2711.08-.12 inclusive, and is subject to appeal pursuant to Section 2711.15 Ohio Revised Code.
 - (h) The fees and expenses of the arbitrator(s) will be paid equally by the parties. Each party will pay its own fees and expenses.
 - (i) The laws of the State of Ohio, disregarding conflicts of laws, govern the terms and provisions of this agreement and the relationship between the parties, and are enforceable by the Summit County, Ohio courts, and the parties hereby submit to that exclusive jurisdiction and venue.
- (iii) The parties agree to consolidation and joinder of this arbitration with an arbitration between other parties where such other parties are necessary parties to a complete resolution of these claims and such other parties have a similar agreement to arbitrate.
- (iv) Nothing herein contained shall bar the right of either party to obtain injunctive relief against threatened conduct that will cause loss or damages, under the usual equity rules, including the applicable rules for obtaining preliminary injunctions.

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