



Community Development • 1140 Terex Road • Hudson, Ohio 44236 • (330) 342-1790

REQUEST FOR PROPOSAL

Downtown Hudson Master Plan

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

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Dated: March 6, 2024

General Proposal Information and Requirements

A. Purpose

The purpose of this Request for Proposals is to obtain competitive and cost-efficient proposals from qualified individuals or firms, interested in carrying out a plan for enhancing or redesigning public spaces in Downtown Hudson to promote economic vitality and sense of community in the City of Hudson.

Consultants are requested to express interest formally and submit credentials, profiles, and a complete proposal relative to the expected work. After the proposals have been received, City staff will evaluate and invite the finalists for an interview before the final selection.

B. Background

Hudson is a community of 23,000 residents founded in 1799 within the Connecticut Western Reserve portion of Ohio. Much of the historic community is included within a locally designated and National Register listed Historic District. Home to Western Reserve Academy (former campus of Western Reserve College), the former village and township merged in 1994 to form the present 25 square-mile City. Hudson is a leader in growth management, historic preservation, and environmental conservation. At the same time, Hudson has a strong record of attracting future-facing businesses that provide a robust tax base to fund community needs. The City's Land Development Code is noteworthy for its thorough standards of environmental protection and pursuit of architectural compatibility.

Downtown Hudson is comprised of the First & Main District, North Main Street, and several public greens. Evaporator Works is a commercial district slightly south of downtown, comprised of small local businesses. The Downtown Hudson Master Plan should be oriented around Downtown and should strengthen the connection between Downtown and Evaporator Works (see Appendix B).

C. Issuing Department

The City of Hudson Community Development Department has prepared the RFP for this project. Respondents are encouraged to contact project manager Emily Fernandez, Community Project Planner, with any questions at efernandez@hudson.oh.us or at (330) 655-1511.

D. Plan Process

A planning consultant will be selected to prepare analysis, research trends, assist City staff with stakeholder meetings and public engagement, and compile the Plan (refer to Appendix A for full scope of services). Stakeholders may include representation from groups such as the Chamber of Commerce, local foundations, the library, and landowners in addition to Hudson residents. Opportunities for public engagement should be incorporated throughout the process. The City anticipates staff assistance on these activities with support and guidance from the consultant:

- Stakeholder meetings

- Engagement activities at community events (festivals, markets)
- Digital public engagement tools such as online surveys or polls
- Pop-up engagement demonstrations (streetscape or public art focused)

The following anticipated project schedule has been established:

Year 2024	
Statement of Proposals Due (by 4:00 PM EST)	April 3
Finalist Interviews	April 15-19
Consultant Selection, Enter into Contract	May 1-3
Kick Off Meeting	Week of May 13-17
Completion of Research, Selection of Priorities	May - October
Final Plan Presented & Adopted	October - December

E. Scope of Services

The Consultant shall be capable of providing all the professional services as described under **Appendix A - Scope of Services** and to maintain those capabilities until the project is successfully finished.

F. Completeness of the Proposal

- The proposal shall address all items completely in accordance with the format provided within this proposal & shall be signed by an officer of the firm authorized to bind the Consultant to its stated provisions.
- The contents and commitments in the proposal shall remain firm for one hundred (120) calendar days from the submittal due date.

G. Responses

One (1) electronic version of the Consultant’s Proposal (PDF Format) shall be submitted to the City, Attn: Emily Fernandez, Community Project Planner: efernandez@hudson.oh.us by **4:00 P.M. local time, Wednesday, April 3, 2024**. No proposals will be accepted after the above date and time.

H. Acceptance of Proposal Content

The completeness and content of the proposal will be the basis for the initial evaluation. Further information, as required, including the possible interview of one or more of the Consultants, may serve in the final decision of the recommended consultant.

I. Contract

A formal contract will be entered into with the recommended Consultant and the City once City Council has approved the selection. The approved Consultant will be required to sign the City of Hudson - Standard Consultant Agreement. (See attached.)

J. Consultant Compensation Reimbursement

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

- The Consultant shall keep records of the hours spent on this project by task and by employee classification along with all direct expenses. These records must be made available for audit by the City of Hudson at any time during the course of the project.
- Invoices submitted by the Consultant shall be in a format approved by the City of Hudson and consistent with the present policies of the City. Failure to comply with this provision will serve as cause for termination of the contract. The approved purchase order number (P.O. #) shall be on all invoices. The City will not be subject to any type of late fees or penalties associated with any invoice submitted as part of this project.
- The type of compensation for this project shall be in accordance with the information found in the section identified as Fee in Part II, Proposal Format.

K. Rejection of Proposals

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

L. Incurred Cost

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

Proposal Format

- A. The proposal shall be simple to follow and in an 8 ½ " by 11" PDF format. The text shall be concise, complete, and clearly written. All responses shall be the property of the City and will not be returned. During the evaluation process, the City reserves the right to request additional information or clarification from the consultant if needed.
- B. Consultants shall be evaluated based on the following submitted information:

1. **Consultant Team**

A description and identification of the companies and individuals involved, proximity to the City, along with the background and experience of these companies and individuals shall be provided. If other franchises or operations will be a part of the project, a letter of interest from them should be included. The Proposal shall designate a single representative or prime contact for the Consultant through whom the City of Hudson may communicate through the course of the project. This should include questions concerning all aspects of the project, including the Consultant's invoices and the status on various items in the project.

2. **Statement of Qualifications**

This statement should be directly applicable to this Hudson project. The City of Hudson is seeking consultants with expertise in landscape architecture, city planning, public art, and related disciplines.

No more than ten pages may address this section. Please explain how your firm has facilitated similar projects (5-10 examples preferred) and include references. Provide a brief and concise history of the firm listing corporate officers, general experience and specific capabilities.

3. **Understanding of the Project**

The statement of understanding shall be concise, shall be based upon the requirements of this request and be directed toward the project as the Consultant understands the scope of work and the firm's intended responsibilities. Discuss the nature of services your firm is proposing for the project and any problems, which can be anticipated.

Include advice or suggestions to potential changes or enhancements to the Scope of Services and project development contained within this Request for Qualifications and Proposals.

4. **Proposed Work Plan**

The work plan should address the required scope of services and show the Consultant's proposed approach for this project. An effective work plan will:

- Accomplish sought technical advice.
- Identify present community needs and relevant history.

- Engage a committee of community leaders and the general public to collect accurate feedback about the community's desires.
- Demonstrate the ability to deliver the described scope of work on time and budget.

5. **Fee**

- a) The Consultant will be selected based upon the City of Hudson's evaluation of professional qualifications, the written proposal, interview, and proposed cost. A preliminary budget of \$40,000 has been established for this project.
 - b) Provide a fee schedule broken down by each task listed in the scope of services. The fee schedule should include estimated hours, hourly rates, and level of personnel to complete the work. Anticipated direct expenses should be included in the total *Not to Exceed* fee.
 - c) The cost of the proposal will be a selection criterion. However, the final proposal accepted by the City will be a *Not to Exceed* authorization. The consultant will be held to fulfill the scope of services and the final accepted proposal. For any unforeseen or mutually agreed changes to the accepted proposal, the consultant is required to request, in writing, to adjust the accepted work plan so as to not exceed the fee of the final accepted proposal.
 - d) The budget shall be divided into phases of the work agreement.
 - e) Any task or tasks the Consultant listed in the **Understanding of the Project** that the Consultant feels are missing in this request, but required for the completeness of the project, shall be detailed in a separate fee schedule.
- C. The Proposal shall designate a prime contact or Project Manager for the Consultant on this RFP and project, who shall have intimate knowledge of the project details, through whom the City of Hudson may communicate through the course of the project. This shall include questions concerning all aspects of the project, including the Consultant's invoices and the status on all design items in the project.

Example of the Evaluation and Selection Criteria:

City Evaluation Criteria of Proposal	Points
Consultant Team: the description of the Consultant team and individuals involved	20
Statement of Qualifications: examples of similar work and references	20
Understanding of the Project: overall understanding of the scope of services including suggestions/enhancements	20
Proposed Work Plan: a description of how the Consultant will approach the project to deliver an effective scope of services	30
Cost Proposal Score: proposed budget and fee schedule	10
Total Possible Points	100

The City may amend rating criteria at its discretion.

The City may request an oral interview of any respondents prior to the final scoring and selection. In the event an oral interview is performed, the consultants will be provided advanced notice of three (3) business days. Interviews shall be held in-person at Hudson City Hall, 1140 Terex Road. The City may offer virtual accommodations at the request of respondents. The City tentatively anticipates interviews, if conducted, would be held on April 15-19, 2024.

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

Governing Law and Venue

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

Respectfully,

Emily Fernandez

Emily Fernandez
Community Project Planner

3/6/2024

Date

Appendix A

Scope of Services

The services to be provided by the Consultant shall include, but are not limited to the following items:

- Task 1 Attend scheduled committee meetings (mix of in-person and teleconference) as well as public engagement activities. While these meetings will be scheduled and organized by City staff, the consultant will prepare and conduct key presentations as appropriate.
- Task 2 Perform analysis to make recommendations for enhancing or developing key public amenities. Include sketches or renderings as appropriate. City staff has identified the following preliminary areas to be further studied.
- Memorial tree and bench programs
 - Walkway design on public greens
 - Uniformity of special event signs & banners
 - Uniformity of waste bins
 - Public restrooms
 - Public firepits
 - Accent and landscape lighting
 - Appropriate level of programming for each green
 - Documenting and highlighting historic assets
- Task 3 Make recommendations to improve landscape design within existing municipal budget and staff capacity. Include planting suggestions for the overall greens and for focal areas including the clocktower, gazebo, and flagpole area, with maintenance strategies to support special event use.
- Task 4 Perform capacity analysis and define use or programming for each green. Identify potential locations and themes for popup events or attractions that would encourage community gathering.
- Complete example popup demonstrations focused on streetscape enhancements or public art as part of public engagement, with assistance from City staff.
- Task 5 Provide recommendations with supporting visuals to unify the streetscape between the First & Main District, North Main Street, Evaporator Works, and the Norfolk Southern rail underpasses at St Rt 91 (South Main St) and St Rt 303 (Streetsboro St).

- Task 6 Propose a cohesive appearance for permanent signage to strengthen branding of Downtown Hudson. Develop sketches or renderings focused on public parking, pedestrian maps/kiosks, and delineation of the historic district. Signage scope would be limited to allow for implementation and installation by the City's Public Works department. A large-scale signage plan with an outside fabricator is not anticipated at this time.
- Task 7 Provide suggestions for improving existing street parking, surface lots, and garages. Consider beautification efforts that would align parking facilities with overall branding and that would result in stronger connections between downtown amenities.
- Task 8 Provide guidance for possible implementation of a public art program and/or commission, including recommendations for potential public art principles that would honor Hudson's history and values.
- Task 9 Provide guidance for innovative funding sources or models to implement recommendations for downtown enhancements, including opportunities for specific competitive grants and philanthropic contributions.
- Task 10 Prepare a complete draft of the Downtown Master Plan for staff and City Council review and comment. Following City Council adoption, the Consultant shall provide City staff a high-resolution PDF copy of the final document. Additionally, digital copies of all data and information collected through the process shall be provided in native format.
- Task 11 Correspond with Community Development Staff on a regular basis regarding assignments and related progress. Provide regular status reports at scheduled meetings. Conduct meetings with City staff to clarify any item in the Scope of Services, the Request for Qualifications and Proposal or the conduct of the project which may be questioned by the consultant.

The following services will be performed by City staff:

1. Schedule and coordinate committee meetings and public engagement activities. Facilitate notices, attendance, and record keeping.
2. Manage social media and general community awareness of the project. Provide communications outreach/project updates to the community.
3. Manage digital engagement activities with insight from the consultant.
4. Provide certain community data or maps for use by the Consultant upon request.

5. Provide videography and photography of the community for use by the Consultant upon request.
6. Review and provide secondary research and feedback for all technical reports written by the Consultant.

Appendix B

Map of Project Area

The project area includes public greenspace and public parking in or adjacent to Downtown Hudson, as well as related streetscapes. Downtown is generally considered to include the area between the First & Main District and E Main St from west to east, and the area between Clinton St to Streetsboro St from north to south. Public Greenspaces 6, 7, and 8 are not clearly defined as part of Downtown currently. Evaporator Works is a retail district that is walkable from Downtown but does not have a strong connection to Downtown currently. Most of the project area falls within the Historic District, which also extends into residential neighborhoods to the north, east, and southeast of Downtown.

The Downtown Master Plan should focus on efforts to be implemented within the existing Downtown while also proposing methods to strengthen connections between Downtown and the adjacent areas (southern greenspaces, Evaporator Works, Historic District).



Appendix C



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**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF HUDSON
AND
FOR
THE CITY OF HUDSON DOWNTOWN MASTER PLAN**

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

The OWNER agrees to employ the CONSULTANT to furnish professional services as outlined in Attachment A of this Agreement for improvements related to the **PROJECT TITLE** in the amount of \$_____. The CONSULTANT will also furnish required Additional Services and those requiring authorization in advance as outlined in Section 1.2 of this Agreement.

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

1. Definitions

1.1. Standards of Performance

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

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

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

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

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

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

1.2. *Definitions.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Independent Contractor / No Joint Venture.

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

3. Term.

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

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

4. Assignment.

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

5. Payments.

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

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

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

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

6. Opinions of Cost.

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

7. Suspension.

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

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

8. Termination.

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

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

8.2. Effect of Termination.

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

9. **General Considerations.**

9.1. *Use of Documents.*

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

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

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

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

9.2. *Insurance.*

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

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

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

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

9.3. Allocation of Risks-Indemnification.

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

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

9.3.1.2. CONSULTANT agrees to indemnify and hold harmless OWNER and its elected officials, employees, representatives and agents, of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, provided that such indemnity shall be only to the extent caused by, arising out of, or relating to the work of CONSULTANT. OWNER shall have the right to select its own counsel hereunder.

9.4. Hazardous Environmental Condition.

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

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

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

CITY OF HUDSON

NAME OF CONSULTANT

By: _____
(Signature)

By: _____
(Signature)

Name: Thomas Sheridan
(Printed)

Name: _____
(Printed)

Title: City Manager

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
(Signature)

Name: _____
(Printed)

Title: City Solicitor

Date: _____

FISCAL OFFICER'S CERTIFICATION

As the Finance Director of the City of Hudson, I certify that as of the date of execution of the within this Agreement, the amount (PO equal to \$9,500.00) required to satisfy payment under the Agreement has been fully appropriated or authorized or directed for such purpose, and is in the City treasury to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

By: _____
Signature

Name: Jeff Knoblauch
Printed

Title: Asst. City Manager - Finance Director

Date: _____