

REQUEST FOR PROPOSAL

Update of the City of Hudson's Comprehensive Plan

For the City of Hudson Summit County, Ohio

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Dated: May 5, 2022

General Proposal Information and Requirements

A. <u>Purpose</u>

The purpose of this Request for Proposals is to obtain competitive and costefficient proposals from qualified individuals or firms, interested in carrying out an update to the Comprehensive Plan for the City of Hudson, Ohio. The Comprehensive Plan will serve as a guide in considering changes in policy, infrastructure, transportation, zoning, and land use planning 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 Council will evaluate and invite the finalists for an interview before the final selection.

B. <u>Background</u>

Hudson is a community of 23,110 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.

The present Comprehensive Plan was adopted in January of 2015, a copy of which can be found at <u>www.hudson.oh.us/694/2015-Comprehensive-Plan</u>.

C. <u>Issuing Department</u>

The City of Hudson Community Development Department has prepared the RFP for this project. Respondents are encouraged to contact Nick Sugar, City Planner, with any questions at <u>nsugar@hudson.oh.us</u> or at (330) 342-1884.

D. <u>Comprehensive Plan Update Process</u>

A planning consultant will be selected to prepare technical reports, provide data, research trends, assist City staff with the Steering Committee management, and compile the Plan Update (refer to Appendix A for full scope of services).

The Steering Committee will be comprised of both residents appointed by City Council members and appointed representatives from the City's standing boards and commissions. Formation of the Steering Committee is currently in process with appointments scheduled to coincide with the selection of the consultant. The Steering Committee will convene regularly to review project deliverables, provide input on key topics of the plan, and assist in public outreach.

The City is seeking a primarily resident-driven planning process which would be reflected through the below engagement tools. The City anticipates significant staff assistance on these activities with support and guidance from the consultant:

- Community open house meetings
- Interactive online engagement tools
- Surveys (note: City staff does not anticipate a separately contracted community-wide survey)
- Informal community events (festivals, markets)
- key person focus groups representing members of the educational, business, and philanthropic communities.

The following project schedule has been established:

2022		
Statement of Proposals Due	Jun 3	
Proposal review and initial scoring by City Council	Jun 9-21	
Finalist Interviews	Jun 27-28	
Council adoption of resolution authorizing consultant (3 readings)	July 19-Aug 16	
Resolution authorizing consultant becomes active and contract signed	Sept 15	
First Meeting of Steering Committee	Sept 26	
2023		
Completion of Research, Selection of Priorities	April 1	
Final Plan Adopted by Steering Committee	Oct 1	

E. <u>Scope of Services</u>

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

F. <u>Completeness of the Proposal</u>

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

G. <u>Responses</u>

One (1) electronic version of the Consultant's Proposal (PDF Format) shall be submitted to the City, Attn: Nick Sugar, City Planner: <u>nsugar@hudson.oh.us</u> by 4:00 P.M. local time, Friday, June 3, 2022.

No proposals will be accepted after the above date and time.

H. <u>Acceptance of Proposal Content</u>

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. <u>Contract</u>

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. <u>Consultant Compensation Reimbursement</u>

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:

- 1. 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.
- 2. 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.
- 3. The type of compensation for this project shall be in accordance with the information found in the section identified as <u>Fee</u> in Part II, <u>Proposal</u> <u>Format.</u>

K. <u>Rejection of Proposals</u>

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. <u>Consultant Team</u>

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. <u>Statement of Qualifications</u>

This statement should be directly applicable to this Hudson project. 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. <u>Understanding of the Project</u>

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

This 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.
- Engage a representative population of the community and collect

accurate feedback about the community's desires.

- Prioritize policies and actions envisioned by the Steering Committee.
- Shape the written plan to the satisfaction of the Steering Committee.
- Demonstrate the ability to deliver the described scope of work on time and budget.

5. <u>Fee</u>

- 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 \$100,000 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.

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

Example of the Evaluation and Selection Criteria:

The City may amend rating criteria at its dsicretion.

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 June 27th and June 28th.

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.

Appendix A

Scope of Services

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

- Task 1Develop a successful public engagement plan, utilizing both in-person and
online engagement to be implemented with support of staff.
- Task 2Attend regularly scheduled Steering Committee meetings (mix of in-
person and teleconference), Community workshops, and other key special
meetings. While these meetings will be scheduled and organized by City
staff, the consultant will prepare and conduct key presentations as
appropriate.
- Task 3Perform research analysis and writing of all technical reports unless
mutually agreed in writing to be substituted or not included between the
Consultant and the City Manager. City staff has identified the following
preliminary topics to be further studied.
 - Land Use, including study of commercial and residential
 - Connectivity
 - Transportation (note: detailed traffic study not anticipated)
 - Sustainability
 - Public Infrastructure, with emphasis on public utilities
 - Community Facilities
 - Safety
 - Quality of Life (preservation, design, arts, culture)
 - Innovation and Technology
- Task 4Prepare a complete draft of the updated Comprehensive Plan for Steering
Committee 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, including maps in GIS format.
- Task 5Correspond with Community Development Staff on a regular basis with
regard to assignments and related progress. Provide regular status
reports at scheduled Steering Committee 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.** Facilitate meetings, notices, attendance, minutes, and record keeping for the Steering Committee and other key special meetings.
- 2. Schedule and coordinate engagement meetings.
- **3.** Staff the general awareness/engagement activities including attendance at community events such as Farmers markets and festivals.
- **4.** Manage social media and general community awareness of the project. Provide communications outreach/project updates to the community.
- Manage the City's online engagement platform, Let's Talk Hudson (bang the table platform).
 Link: <u>https://letstalk.hudson.oh.us/</u>
- 6. Update and expand the City's existing conditions report, *Hudson Snapshot*, as requested by the consultant to assist with existing conditions information. The report was completed in January 2022 and is attached for reference.
- 7. Conduct and summarize community surveys for use by the Consultant.
- **8.** Provide videography and photography of the community and from engagement activities for use by the consultant.
- **9.** Review and provide secondary research and feedback for all technical reports written by consultant.

Respectfully,

Nick Sugar

Nick Sugar, AICP City Planner

May 5, 2022

Date

Appendix B



AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN CITY OF HUDSON

AND

For Update of the City of Hudson's Comprehensive Plan

THIS AGREEMENT ("Agreement") for Professional Services, (together with the attachments hereto - Attachment A – CONSULTANT's Proposal) dated and effective as of ______(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 ______(hereinafter "CONSULTANT") having a place of business located at ______.

The OWNER agrees to employ the CONSULTANT to furnish professional services as outlined in Attachment A of this Agreement for improvements related to the ______in the amount of ______. The CONSULTANT will also furnish required Additional Services and those requiring authorization in advance as outlined in Section A of this Agreement.

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

1. Definitions

1.1. Standards of Performance

1.1.1. *Standard of Care*. The standard of care for all 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 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 OWNERmandated 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 portion s 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 an 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 complete" as applied to all or part of the Work refer to Substantial Completion thereof.

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

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

2. Independent Contractor / No Joint Venture.

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

3. Term.

3.1. Unless this Agreement is terminated pursuant to the provisions set forth in Section 8, "Termination," herein, this Agreement and the obligations hereunder shall commence on the date of execution and continue until CONSULTANT has completed the engineering services outlined in Attachments A and B to this Agreement to the satisfaction of OWNER.

4. Assignment.

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

5. Payments.

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

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

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

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

6. **Opinions of Cost.**

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

7. Suspension.

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

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

8. Termination.

8.1. <u>Termination</u>. 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 of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, or relating to the work of CONSULTANT.

9.4. Hazardous Environmental Condition.

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

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

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

CITY OF HUDSON

(CONSULTANT)

By:	(Signature)	By:	(Signature)
Name:	(Printed)	Name:	(Printed)
Title:	City Manager	Title:	
Date:		Date:	
APPRO	OVED 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,) required to satisfy payment under the Agreement has the amount (PO No. &,\$ been fully appropriated or authorized or directed for such purpose, and is in the City treasury to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

By: ______Signature

Name: ______ Printed

Title: _____ Finance Director

Date:

Appendix C

HUDS N Hudson Snapshot

Overview:

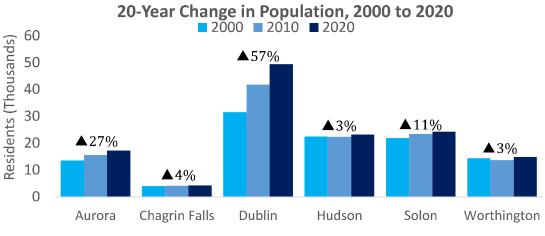
In preparation for the upcoming Comprehensive Plan review, City staff has compiled a snapshot of Hudson's existing conditions. The following report is intended to provide background information on key topics to be further studied through the formal effort.

Contents:

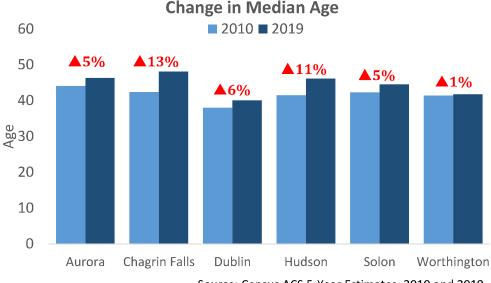
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January 2022

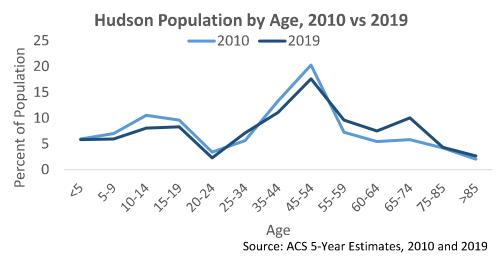
Hudson Population | 2000: 22,382 | 2010: 22,262 | 2020: 23,110



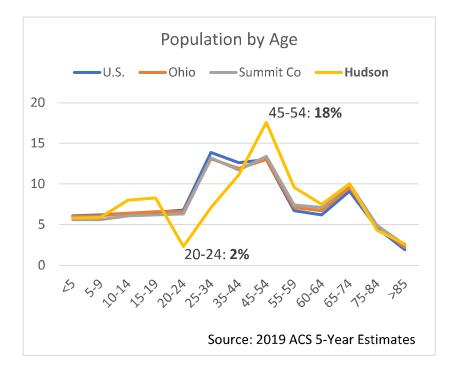
Source: Dicennial Census, 2000, 2010, & 2020

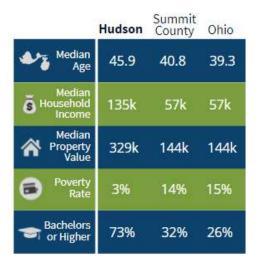


Source: Census ACS 5-Year Estimates, 2010 and 2019

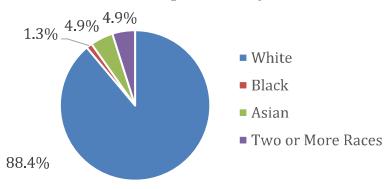


Hudson Snapshot





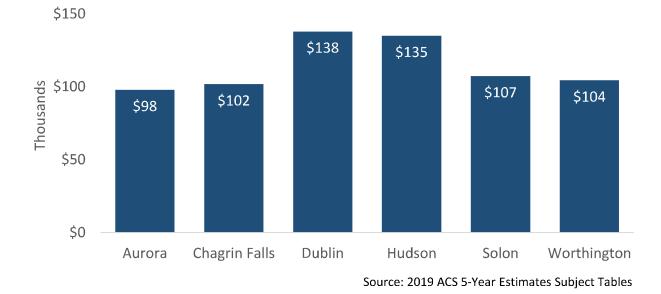




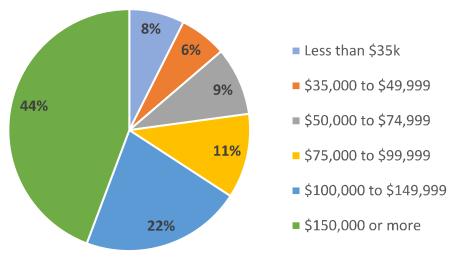
Source: Census Bureau 2020: DEC Redistricting Data (PL 94-171)

Hudson Snapshot





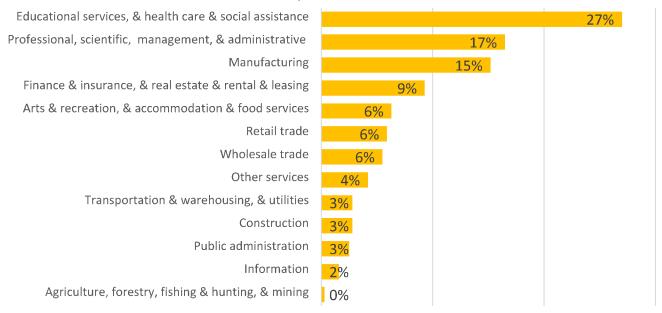
Hudson Household Income



Source: 2019 ACS 5-Year Estimates Subject Tables

Employment by Industry

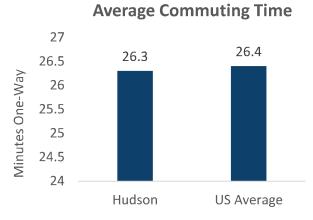
City of Hudson



Source: 2019 ACS 5-Year Estimates Comparison Profiles

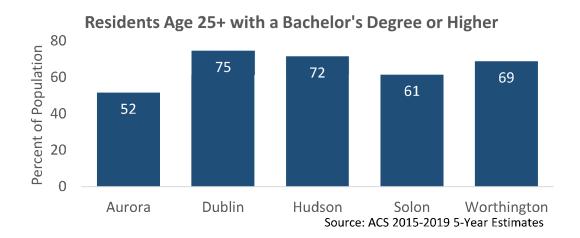
Hudson Residents Working in Hudson





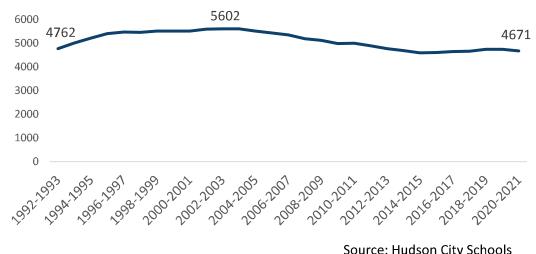
Source: BestPlaces.net

Hudson Snapshot



Hudson Schools Enrollment





Source: Hudson City Schools

Hudson City Schools Projected Enrollment

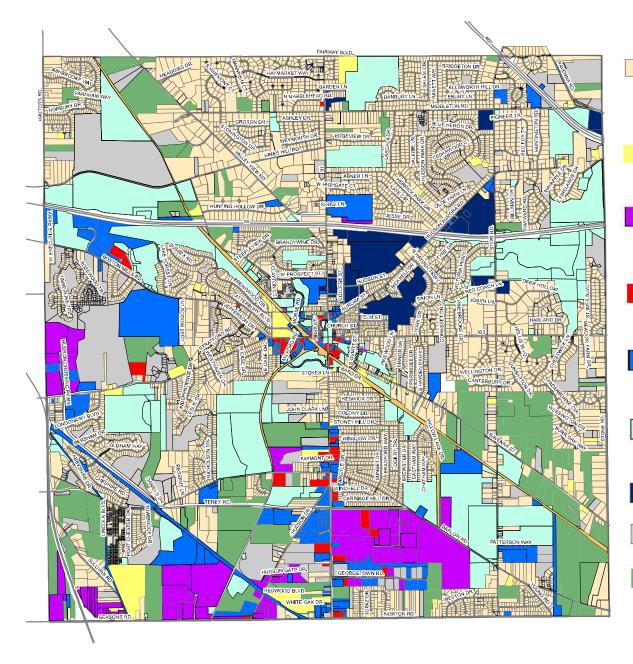
"Moderate/Most Likely" Scenario

School Year	K-12 Projection	% Change
2021-2022	4,763	
2022-2023	4,836	1.5%
2023-2024	4,846	0.2%
2024-2025	4,908	1.3%
2025-2026	4,959	1.0%
2026-2027	4,997	0.8%
2027-2028	5,059	1.2%

Source: Hudson City School District Enrollment Projection Update, 2018

Hudson Snapshot

Land Use



Single Family Residential

Single Family Detached homes are standalone housing units with one unit per parcel and are the predominant land use within Hudson.

Residential - Other

Includes two family, three-family, apartments and condominium dwelling units. Inclustrial

Includes higher-intensity land uses such as processing, manufacturing, storage, or distribution of goods.

Retail

Commercial retail includes a range of uses including restaurants, retail shops, grocery stores, and service uses.

Office/Commercial

Office uses are composed of professional and medical offices. They may also support industrial uses Districts 6 and 8.

Public/Semi Public

Includes parks, golf courses, cemeteries and properties used for City operations and services.

Educational

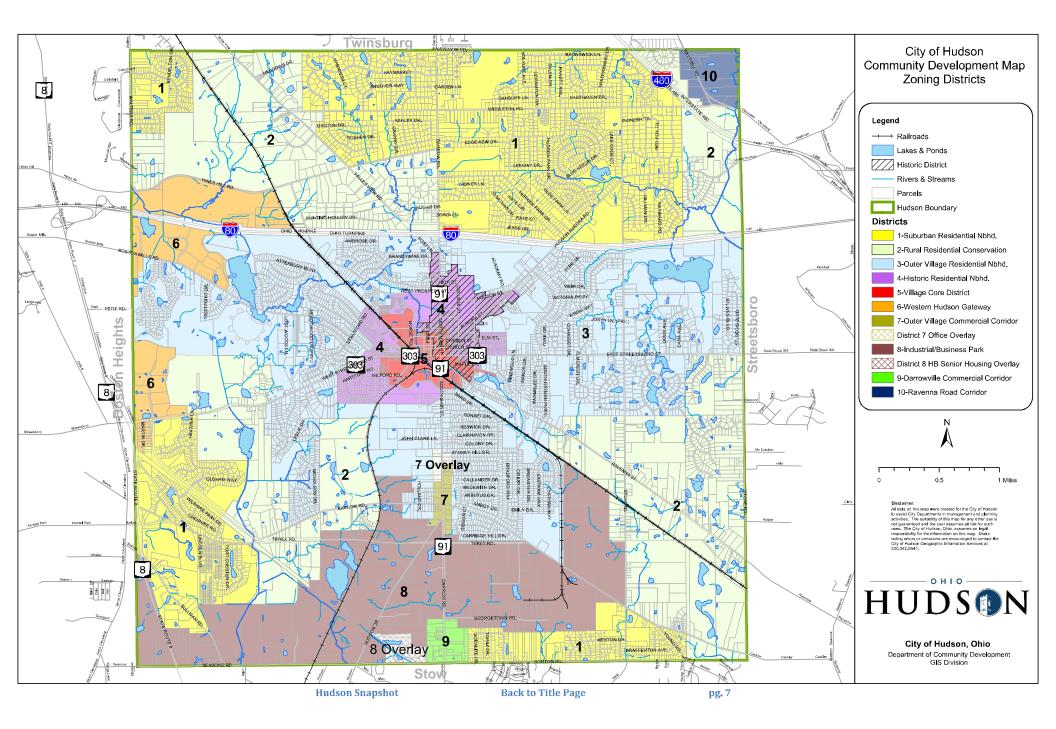
Public and private schools

Vacant Land

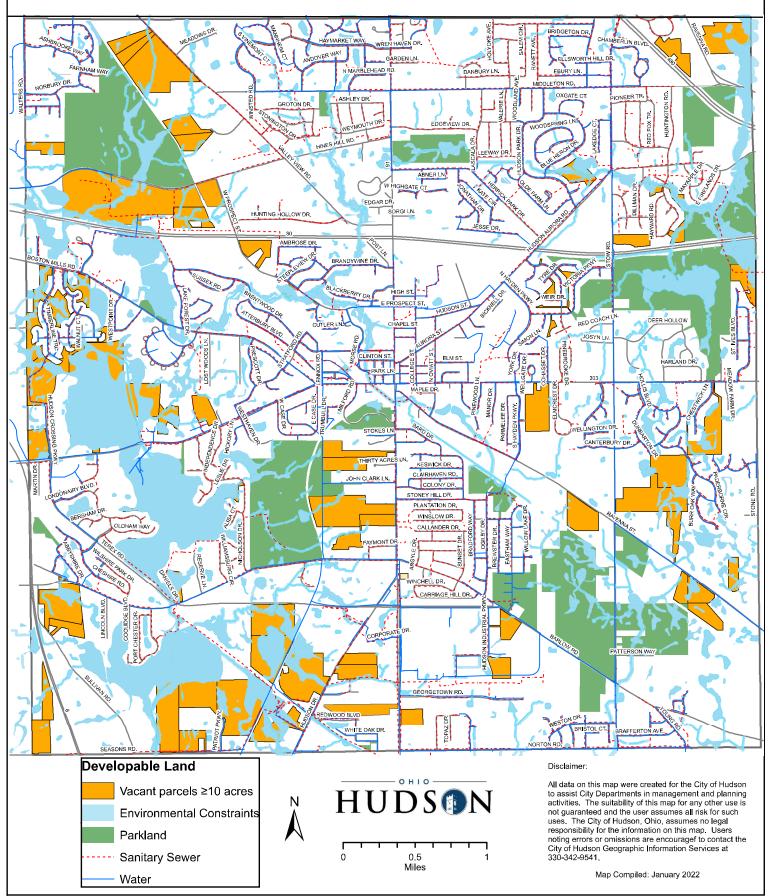
Vacant residential and commercial land

Agricultural

Properties used farms, nurseries, green houses, timber production.



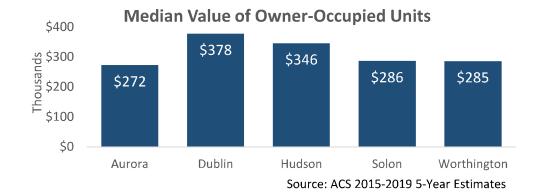
Developable Land



Hudson Snapshot

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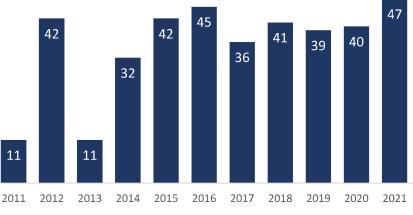
Housing



Owner Occupied Renter Occupied 13 18 17 21 24 Percentage 87 83 82 80 76 Worthington Dublin Hudson Solon Aurora Source: 2019 ACS 5-Year Estimates

Home Ownership

Single-Family Home Permits



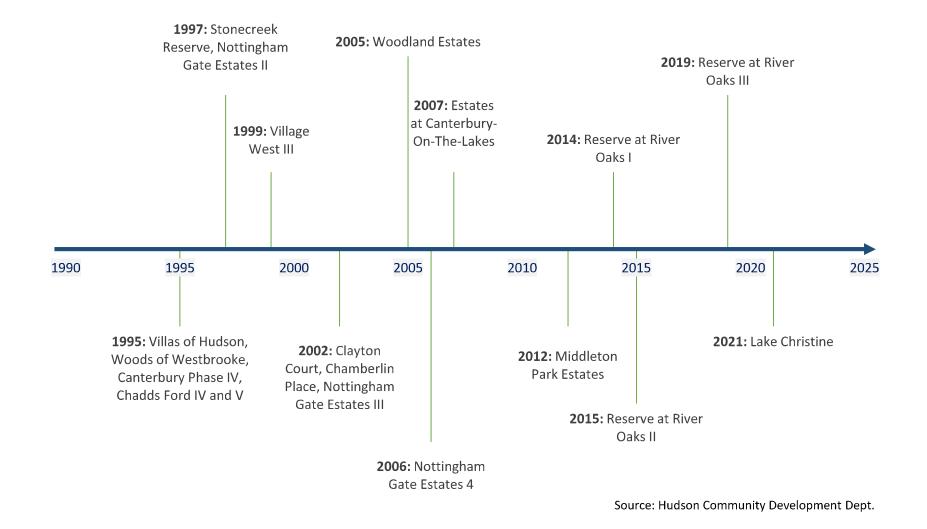
In addition to the permits above, permits for non-single family residential units were issued in some years, typically from senior housing facilities: 2017 (67), 2018 (62), and 2020 (130).

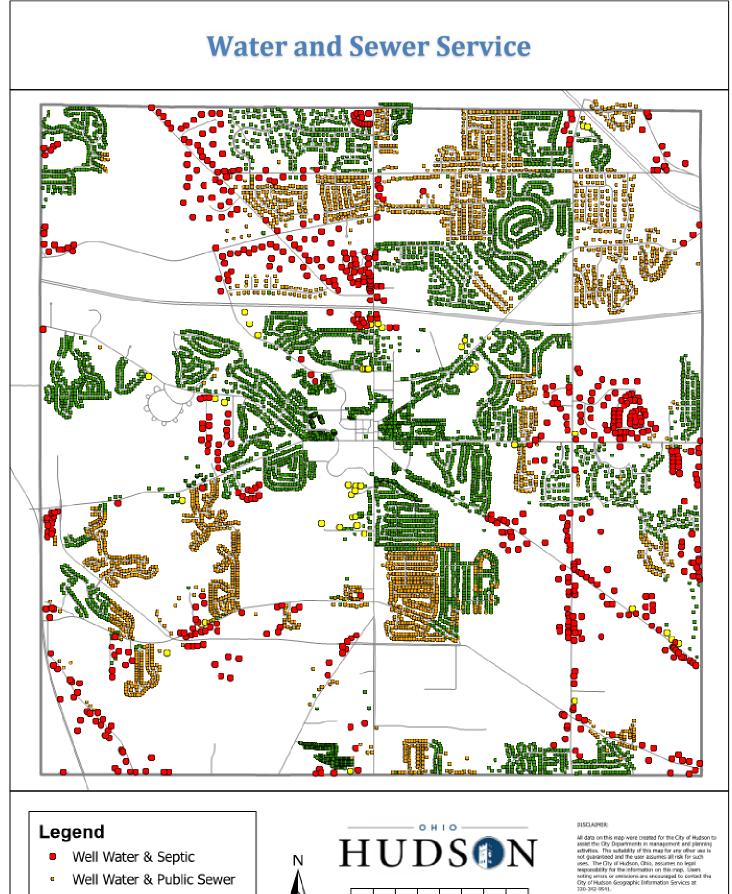
Source: City of Hudson



Subdivision Development

Timeline by Year Built





- Well Water & Public Sewer
- Public Water & Septic \circ

Hudson Snapshot

Public Water & Public Sewer Roads

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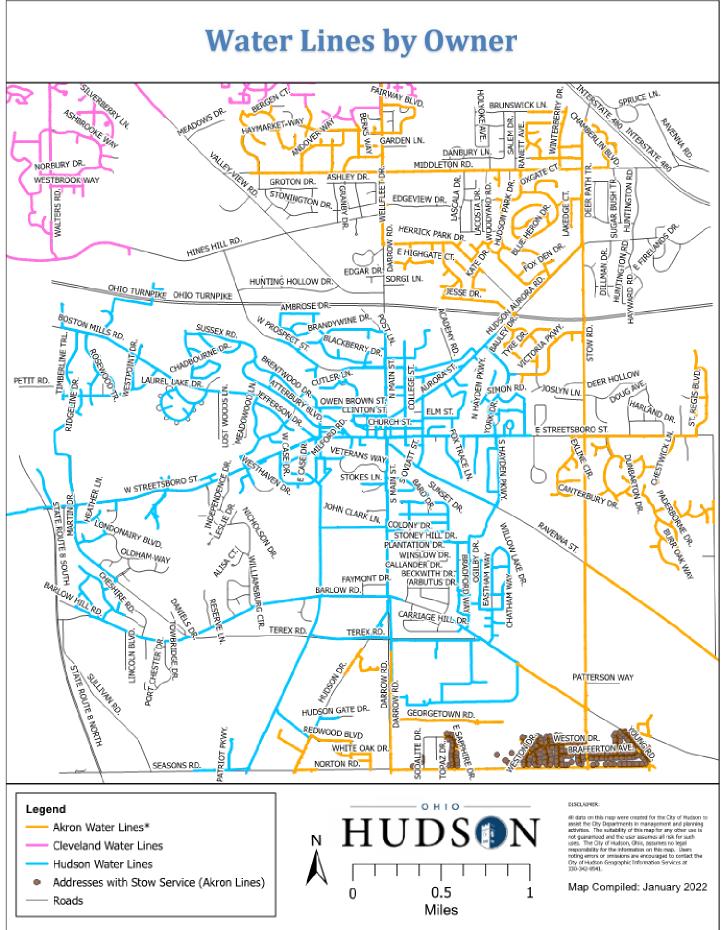
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Miles

1

0

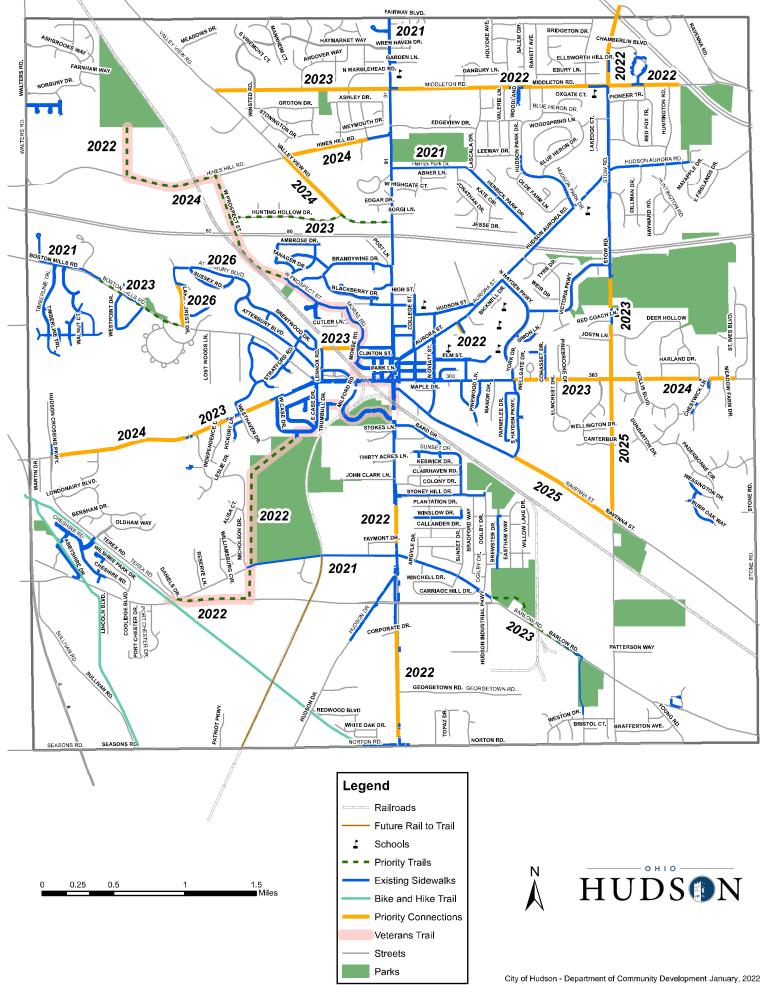
Map Compiled: January 2022



*Stow services minimal Hudson addresses. Stow uses Akron's water lines.

Hudson Snapshot

Sidewalk and Trail Master Plan Update



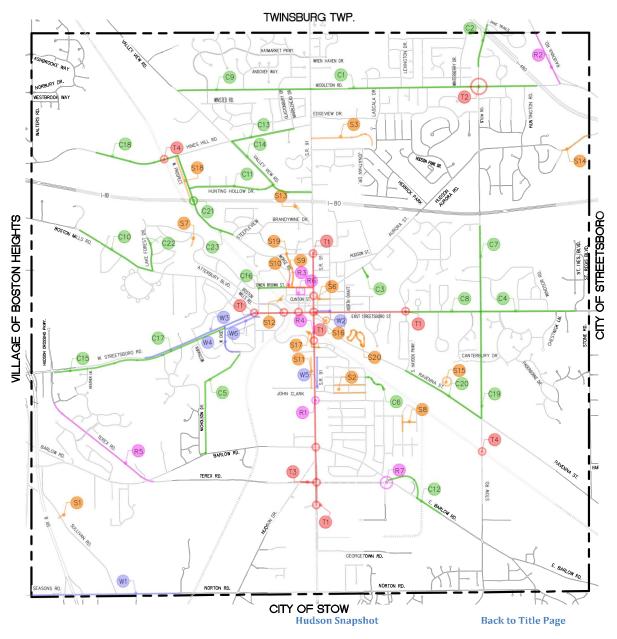
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Hudson Snapshot

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2022-2026 Construction Projects



LEGEND:

- ROAD PROJECTS SR 91-(BARLOW TO STONEY HILL DRIVE)-(C,2022)
- RAVENNA ROAD RESURFACING-(C,2023)
- OWEN BROWN-(S.R. 91 TO MORSE ROAD)-(C,2023)
- S. MAIN STREET SIDEWALK @ ODOT BRIDGE-(C,2023)
- TEREX ROAD RESURFACING-(LONDONAIRY TO BARLOW)-(C,2023)
- HEINEN'S PARKING EXIT RELOCATION-(C, 2023)
- TEREX/BARLOW/HUDSON INDUSTRIAL ROAD IMPROVEMENT-(C,2025)

SIDEWALK AND TRAIL IMPROVEMENTS (CONNECTIVITY)

- MIDDLETON ROAD-(S.R 91 TO HIGHPOINT)-(C,2022) 1.
- 2. STOW ROAD-(PINE TRAILS TO EX. SIDEWALK)-(C,2022)
- FRANKLIN STREET (AURORA ROAD TO SCHOOL)-(C,2022) S.R. 303-(STOW ROAD TO ST, REGIS BLVD.)-(C,2022) 3
- VETERANS TRAIL PHASE 3-(MILFORD ROAD TO BARLOW ROAD)-(C,2022)
- COLONY PARK TRAIL PAVING-(C.2022)
- STOW ROAD-(HUDSON SPRING TO 303)-(C,2023)
- S.R. 303 (NORTH HAYDEN TO STOW ROAD) (C,2023)
- MIDDLETON ROAD-(VALLEY VIEW TO S.R. 91)-(C.2023)
- 10. BOSTON MILLS-(EXEC. PKWY. TO LAKE FOREST)-(C,2023)
- 11. VALLEY VIEW-(S.R. 91 TO HUNTING HOLLLOW TO PROSPECT)-(C,2023) 12. E. BARLOW-(BARLOW FARMS TO METRO PARKS)-(PLACEHOLDER, 2023)
- 13. HINES HILL ROAD-(VALLEY VIEW TO GLASTONBURY)-(C,2024) 14. VALLEY VIEW-(HINES HILL ROAD TO HUNTING HOLLOW) (C.2024)
- 15. S.R. 303-(EX. SIDEWALK TO HUDSON CROSSING PARKWAY)-(C,2024)
- OWEN BROWN-(MORSE TO LENNOX)-(C,2024)
 S.R. 303-(NICHOLSON DRIVE TO W. CASE DRIVE)-(C,2024)
- 18. VET. TRAILS PHASE 1-(HINES HILL TO PROSPECT TO METRO PARKS)-(C,2025)
- 19. STOW ROAD-(S.R. 303 TO RAVENNA ST.)-(C,2025) 20. RAVENNA STREET-(SOUTH HAYDEN TO STOW ROAD)-(C,2025)
- 21. OTIC BRIDGE WIDENING-(C,2025)
- 22 LAKE FOREST DRIVE-(BOSTON MILLS TO ESSEX ROAD)-(C 2026)
- 23. PROSPECT STREET-(HUNTING HOLLOW TO STEEPLEVIEW)-(C,2026)

STORMWATER PROJECTS

- 1. SULLIVAN ROAD CULVERT REPLACEMENT (C, 2022)
- 2 CLAIRHAVEN/COLONY PARK STORM SEWER (C. 2022)
- 3. DARROW PARK CREEK CLEANING PROJECT (C,2022) STORM SEWER LINING-(C, 2022, NOT SHOWN)
- 5. CATCH BASIN REPAIR PROGRAM-(C, 2022, NOT SHOWN)
- 6. DIVISION STREET (E MAIN TO COLLEGE) (C-2022)
- 7. ATTERBURY CULVERT EXTENTION-(C, 2022
- WILLOW LAKE DRIVE DRAINAGE-(C,2022 8.
- NEORSD STORMWATER PROJECT-(C,2023)
- 10. OWEN BROWN STREET-(C.2023) 11. SOUTH MAIN STREET INLETS-(C,2024)
- 12. NORFOLK SOUTHERN CULVERT-(C,2025)
- 13. POST LANE CULVERT REPLACEMENT (C, 2025)
- 14. HUDSON AURORA ROAD EROSION REPAIR-(C.2025)
- 15. RAVENNA STREET STORM WATER MNGT. (D.C.2026)
- 16. STORM DETENTION POND BEHIND #36 E STREETSBORO (C,2026)
- 17. S. MAIN STREET STORM SEWER RE-DIRECTION-(C,2026)
- 18 W. PROSPECT STREET EROSION REPAIR (C.2026) 19 BRANDYWINE CREEK STREAM RESTORATION (CARRY OVER FROM 2021)
- 20. BARLOW COMM. CENTER DAM POND IMP. (CARRY OVER FROM 2021)

TRAFFIC PROJECTS

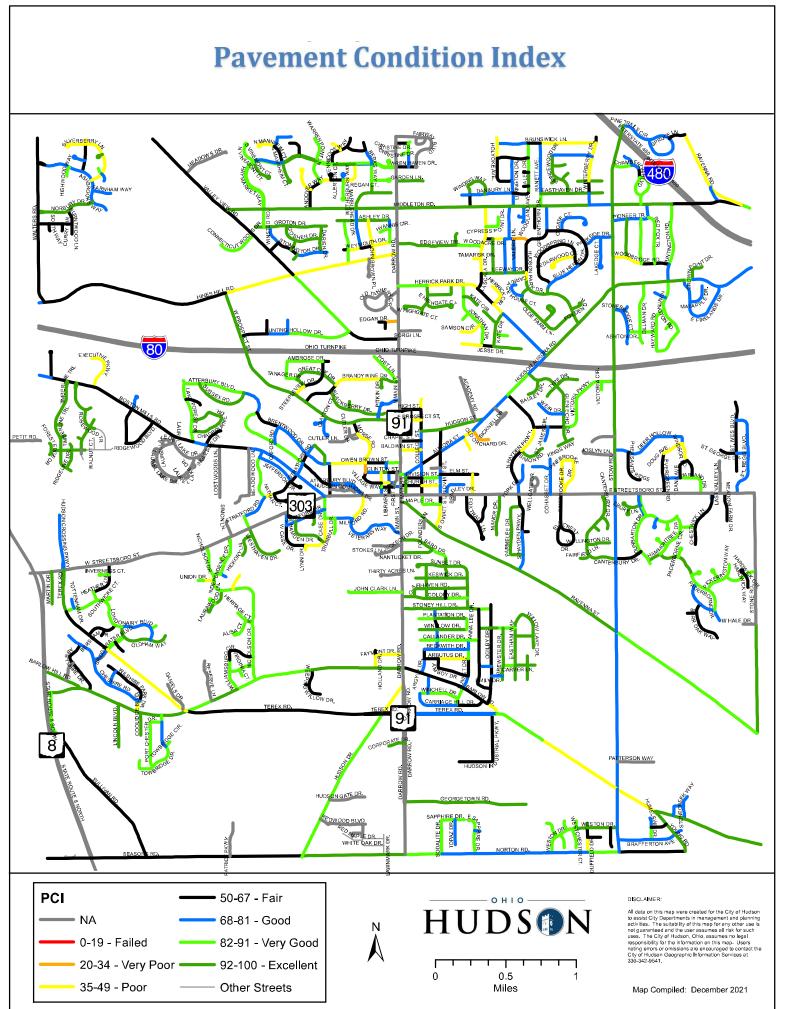
- 1. ADAPTIVE TRAFFIC SIGNAL-(C, 2022)
- STOW ROAD/MIDDLETON ROAD TRAFFIC SIGNAL CONSTRUCTION-(C,2022) 2.
- 3. 4 TEREX ROAD/S.R. 91 INTERSECTION IMPROVEMENT (C,2025) STOW ROAD & HINES HILL ROAD QUIET ZONE (CARRY OVER FROM 2021)

WATER PROJECTS

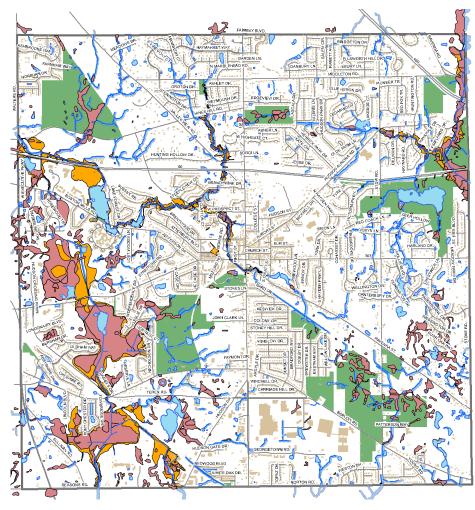
- SEASONS ROAD WATERLINE EXT.-(C, 2022)
- E. STREETSBORO WATERMAIN REPAIR (C.2022) S.R. 303 TRANSMISSION LINE REPLACEMENT (C,2023) 3.
- W. CASE DRIVE WATER MAIN REPLACEMENT (C,2023)
- S.R. 91 (S.MAIN ST.) NANTUCKET TO JOHN CLARK LANE-(C,2024)
- W. STREETSBORO 6" WATERMAIN REPLACEMENT (C.2025)

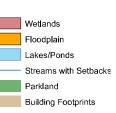
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Environmental





Wetlands

Overseen by the EPA and Army Corp of Engineers; however, the LDC also prohibits impacts within a wetland and within 50 feet of wetland boundaries.

Floodplains

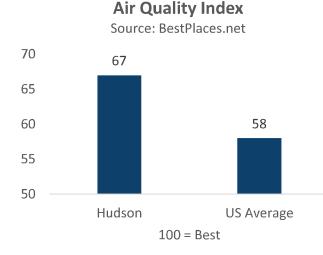
Proposed development within floodplains is discouraged and reviewed by the City's Floodplain Administrator to LDC standards for design and impact.

Streams

The LDC prohibits development around streams. Each stream is assigned a unique setback value based on its total drainage area. Setbacks vary from 30' to 100'.

Summary Notes

- Environmentally sensitive areas are concentrated primarily in the western and southeast portions of the city.
- Regulating these areas is important to mitigate flooding, maintain biodiversity, and protect the city's drinking water supply, which is sourced from a well field located in the western portion of the city.
- The city is largely built out due to the location of these sensitive areas. As a result, future large-scale subdivisions, such as those common in the 1980s and 1990s, are increasingly unlikely.



Air Quality Index

The AQI is a national index for reporting and forecasting daily air quality. It is used to report on the most common ambient air pollutants that are regulated under the Clean Air Act: ground-level ozone, particle pollution, carbon monoxide, nitrogen dioxide, and sulfur dioxide. The following categories are used:

0-50	Good
51-100	Moderate
101-150	Unhealthy for Sensitive Groups
151-200	Unhealthy
201-300	Very Unhealthy
301-500	Hazardous

Hudson Snapshot

Parks – Public Land

Parks Master Plan

Goals: The Strategic Area's are used to organize the specific goals of the Parks Master Plan.

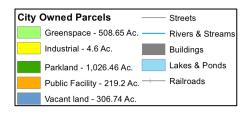
- Strategic Area 1: Maintain and Protect Assets.
- Strategic Area 2: Respond to changing Community needs
- Strategic Area 3: Parks and Recreation Opportunities for All
- Strategic Area 4: Partnerships for Community Benefit
- Strategic Area 5: Communications, Information Sharing, and Orientation

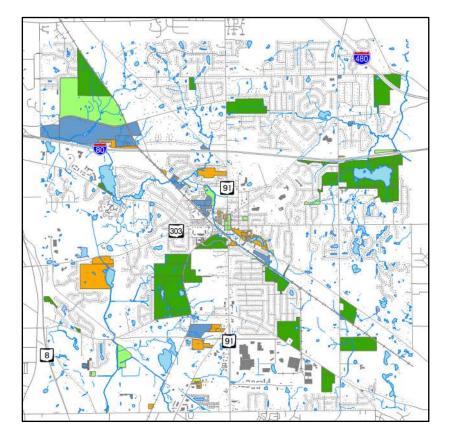
Community Interest Opinion Survey Results

Unmet Need	Most Important	High Priorities for Investment
 Sledding hills – 2,941 households Nature centers and trails – 2,319 households Off-leash dog parks – 2,143 households Walking and biking trails – 1,907 households Outdoor tennis/Pickelball courts – 1,810 households 	 Walking and biking trails (59%) Greenspace and natural areas/parks (30%) Nature centers and trails (30%) Hudson Springs Lake features (28%) 	 Walking and biking trails Nature centers and trails Sledding hills Off-leash dog parks

Capital Budget Project for 2022-2026

- Park by Park improvement
- Accessible boat dock at Hudson Springs
- Colony Park Trail Paving
- Tennis/Pickleball constructure (2)
- Trail connections on Boston Mills Road
- Valley View & Hunting Hollow
 Connectivity Project
- Veterans Trail Phase 3
- E. Barlow Road Connector Path
- Prospect Street 8' Trail and Bridge Widening
- Turnpike Pedestrian Bridge





Hudson Snapshot

Historic Preservation

Early Preservation Efforts in Hudson

- Formal preservation efforts organized in the early 60s when First National Bank in Akron had plans to demolish the Brewster Store, constructed in 1839. The bank planned to build a new modern branch.
- Residents petitioned against the demolition and the National Park Service became involved.
- The Hudson Heritage Association formed in 1962 and urged the city to create protections for historic buildings.
- The original historic district boundary was established in 1973, with later expansions in 1979 and 1989.



The Historic District Today

- The current historic district boundary contains approximately 550 total structures.
 - o Residential Total: 414
 - Single Family: 417
 - Multi-Family: 18
 - Nonresidential Total: 118
 - Office/Retail: 44
 - Private School: 50
 - Places of Worship: 5
 - Other: 19
- Of the total 550 structures, 333 are considered historic, or contributing.
- Approximately 25 Individual Historic Landmarks are also designated outside the HD boundary. These are voluntary designations by the property owners.
- City staff is working to expand the HD boundary to include all properties on Elm and Roslyn Street, which would add 79 contributing residential buildings.

