EST 1808
CITY OF
DELAWARE
OHIO

REQUEST FOR QUALIFICATIONS

PROJECT:	**2026 City of Delaware Pavement Condition Assessment**
ISSUE DATE:	September 17, 2025
ISSUED BY:	City of Delaware, Ohio Publick Works Department 440 East William Street Delaware, OH 43015
INQUIRIES:	Nancy A. Seger, PE Project Engineer nseger@delawareohio.net Written inquiries must be received by 4 PM October 10, 2025.
SUBMISSION DEADLINE:	**October 15, 2025, at 4:00 P.M**.
SUBMIT TO:	*Hard Copy* Delaware Public Works Department 440 E. William St. Delaware, OH 43015 Attn: Nancy A. Seger, P.E. *Electronic* Nancy Seger at nseger@delawareohio.net With subject line "SOQ Submittal"
INTERVIEW PERIOD:	November 10-14, 2025
COST PROPOSAL DUE:	December 5, 2025
PERIOD OF SERVICES:	January 1 through July 30, 2026

TABLE OF CONTENTS

Section	Page
Introduction & Purpose	2
Scope of Services	3
Project Schedule	5
Statement of Qualifications Requirements	6
Evaluation & Selection Process	8
Professional Services Agreements	10
Contact with City Employees/Written Questions	10
Qualifications Evaluation Rubric	11

ATTACHMENTS

A - City of Delaware 2023 Pavement Condition Summary
B - Short Form Professional Services Agreement

INTRODUCTION & PURPOSE

Delaware is the county seat of Delaware County, one of Ohio's fastest growing counties. The City is home to approximately 45,000 residents and continues to experience steady residential and commercial growth. Delaware offers a vibrant downtown, well-established neighborhoods, and a wide range of cultural and recreational amenities. The local economy is supported by high-tech and manufacturing industries, government, health care, financial services, higher education, and commercial districts. Delaware has been recognized as an *Ohio Magazine Best Hometown,* a *Money Magazine Top 50 Best Places to Live in America* and features an award-winning downtown. More information about the community and City government can be found at www.delawareohio.net.

The City of Delaware is responsible for maintaining 193 miles of roadway, including 167 miles of City streets and 26 miles of state routes. This network includes alleys, neighborhood streets, collector streets and arterials.

The most recent pavement condition assessments were completed in March 2023 by City staff using a visual rating system that classified pavement as *Good, Fair, Poor,* or *Critical*. While this method provides a rapid evaluation, the City seeks to adopt a more systematic and consistent approach utilizing automated data collection technologies for future assessments. The 2023 Pavement Conditions Summary is attached to this RFQ as a reference. The full report will be available at time of work.

Over the past 20 years, the City has averaged 2.7 miles of street paving per year. Pavement deterioration varies based on traffic volumes, truck usage, drainage conditions, and maintenance history. Each roadway type ages differently but ultimately requires resurfacing at the end of its service life. Comprehensive pavement condition assessments are essential to identify issues early; prioritize maintenance and rehabilitation projects; support data-driven pavement management strategies; and provide reliable information for planning, budgeting, and resource allocation.

The City of Delaware is seeking Statements of Qualification (SOQ) for professional services to assist in implementing a consistent, automated, and data-driven pavement condition assessment program that will maximize infrastructure lifespan and ensure efficient investment in the roadway network.

The intent of this Request for Qualifications (RFQ) process and subsequent selection of firms is to comply with State of Ohio qualification-based selection law as required by Ohio Revised Code Sections 153.65 through 165.73.

SCOPE OF SERVICES

The City of Delaware is soliciting qualifications from professional firms with expertise in pavement condition assessment and pavement management systems. The selected consultant will assist the City in developing and implementing a consistent, data-driven approach to evaluating roadway conditions and supporting long-term asset management.

The scope of services includes the following:

1. Project Initiation and Coordination
    - Conduct a project kickoff meeting with City staff to review goals, schedule and data needs.
    - Establish lines of communication and reporting protocols throughout the project.
2. Data Collection and Condition Assessment
    - Explanation of assessment method for determining pavement conditions that is objective, consistent, and efficient. This could include deflection testing, laser crack measurement systems, ground penetrating radar, infrared thermography, automated pavement condition survey vehicles, or other technology in addition to visual inspection.
    - Explain ability to include assessment of other street infrastructure including signs and guardrail as an optional addition to the work.
    - Perform automated data collection across approximately 193 miles of City-maintained roadways, including alleys, neighborhood streets, collectors, arterials, and state routes within City limits.
    - Description of automated data collection technology to be used.
    - Collection condition data may include, but is not limited to pavement distress types, severity, and extent; ride quality; and surface condition.
    - Condition data should include video of the existing pavement condition.
    - Ensure data is georeferenced and compatible with the City's GIS and asset management system.
3. Data Processing and Quality Control

- Process collected field data to assign consistent, repeatable pavement condition ratings. Explain data analysis including which pavement condition indices are considered in the evaluation and why.
- Perform quality assurance/quality control (QA/QC) to verify accuracy and completeness.
- Provide condition ratings that can be compared with previous City assessments and easily understood by the public and other government officials. Current rating system has four categories. That will be the minimum for this study. A greater number of categories will be accepted.

4. Reporting and Deliverables
    - Prepare a comprehensive pavement condition report summarizing findings, describing methodology, listing pavement conditions data, and general maintenance and rehabilitation recommendations (i.e. recommended treatments based on condition ratings).
    - Provide GIS-compatible datasets, street data in EXCEL format, maps, and visualizations of pavement conditions.
    - Deliver a user-friendly pavement management tool or integrate results into the City's existing systems.
    - Present findings and recommendations to City staff.

The Scope of Servies does not include making selections of specific streets for improvements. City Engineering and Public Works Staff will utilize the deliverables to make decisions on annual street maintenance and paving projects, considering other factors such as available funding, street resurfacing history, utility coordination, etc.

PROJECT SCHEDULE

Table 1 gives the anticipated schedule for procurement of these services.

Table 1. Paving Conditions Assessment Schedule

Task	**Date**
RFQ Advertised	9/17/2025
Written Inquiries	10/10/2025
Qualification Statements Due	10/15/2025
City Notification to Short-Listed Firms	10/29/2025
Interviews	11/10-11/14/2025
Selection	11/21/2025
Fee & Scope Proposal Due from Selected Firm	12/5/2026
Agreement Executed & Authorization to Proceed	1/23/2026
Milestone – Pavement Conditions of Streets in LMI Areas	4/30/2026
Final Report and Deliverables	7/1/2026

As part of the results discussion, the City, in collaboration with the Consultant, will establish the frequency of future pavement condition inspections. The agreement may then be extended to include the next inspection cycle as appropriate.

STATEMENT OF QUALIFICATIONS REQUIREMENTS

Firms interested in being considered for this project should submit a Statement of Qualifications in one PDF file that includes the following:

1. **Cover Letter**. Provide a letter of introduction, no more than 2 pages in length, highlighting your understanding of the City's needs and the value your firm would bring to the City. The cover letter should be signed by the individual who will be the point of contact for the selection process and include his/her contact information.

2. **Section 1 – Firm Profile**. This section shall be a maximum of 4 pages and at a minimum shall include the following information:
    a. General information about the firm, including office locations.
    b. History, size and resources relevant to pavement condition assessment and asset management.
    c. Description of any subconsultants (if applicable).

3. **Section 2 – Project Team and Key Personnel**. This section shall be a maximum of 2 pages with an unlimited number of pages for relevant staff resumes. This section at a minimum shall include the following information:
    a. Identification of the project manager and key staff members.
    b. Resumes or brief bios summarizing relevant qualifications and experience. Each resume shall be limited to one page.
    c. Roles and responsibilities of each team member.

4. **Section 3 – Relevant Project Experience.** This section shall be a maximum of 6 pages and shall include the following information:
    a. Description of similar pavement condition assessments or pavement management projects completed within the last 5 years.
    b. Project details should include client name, project scope, services performed, year completed, and outcomes. Information may include a link to final products.
    c. Highlight use of automated data collection technologies and GIS/asset management integration.
    d. Include references with contact information.

5. **Section 4 – Project Understanding and Approach.** This section shall be a maximum of 4 pages and shall include the following:
    a. Narrative describing the firm's understanding of the City's needs.

b. Proposed technology for data collection.
c. Proposed methodology for data processing, condition rating, and integration with City systems.
d. Overview of the proposed condition rating system
e. Approach to QA/QC and ensuring consistency with ODOT or industry standards.

6. **Project Management and Schedule.** This section shall be a maximum of 2 pages and shall include the following:
    a. Description of how the firm will manage the project, communicate with City staff, and ensure on-time deliverables.
    b. Preliminary project schedule showing major tasks and milestones.

7. **Quality Assurance and Innovation.** This section shall be a maximum of 2 pages and shall include the following:
    a. Methods for ensuring accuracy and reliability of data.
    b. Description of innovative technologies or practices the firm may employ to improve efficiency, accuracy, or cost-effectiveness.

8. **Deliverables.** This section shall be a maximum of 1 page and shall include the following:
    a. Confirmation of ability to provide all required deliverables, including datasets, reports, GIS outputs and presentation materials.

9. **Capacity and Availability.** This section shall be a maximum of 1 page and shall include the following:
    a. Statement of current workload and availability of staff to complete the project in the anticipated timeframe.

10. **Additional Information.** This section shall be a maximum of 2 pages and can include any other information the firm believes will help the City evaluate their qualifications.

EVALUATION & SELECTION PROCESS

The City of Delaware will use a qualifications-based selection process to evaluate proposals. Submittals will be reviewed by a selection committee of City Engineering and Public Works Staff and evaluated based on the following criteria:

- Relevant experience and qualifications of the firm and project team.
- Demonstrated expertise in pavement condition assessment and pavement management systems including proposed technology.
- Proposed approach and understanding of the project.
- Capacity to complete the work in a timely and efficient manner.
- References for comparable projects.

The Evaluation Criteria and Scoring Rubric for this project is included with this RFQ.

Following the initial evaluation, shortlisted firms will be invited to provide a one-hour in-person presentation at the City of Delaware's Public Works offices at 440 East Williams Street, Delaware, Ohio. The presentation will include a short Q&A session with the selection committee. The presentation should summarize the following:

- Firm's experience,
- Firm's technology and paving rating system,
- Other infrastructure assessments that may be possible with firm's technology,
- Final report/product examples particularly from Ohio or cities of similar size,
- Customer interface and/or public cloud interface, and
- Schedule or timeframe to do the evaluations.

Presentations will be evaluated on clarity, effectiveness of firm's technology for data collection, responsiveness to questions, and demonstration of the firm's ability to successfully deliver the project. The Q&A session will allow the committee to ask follow-up questions and further assess the firm's qualifications. Presentation scores may be used to adjust final rankings prior to selection.

The City reserves the right to select the firm deemed most qualified based on the written submittal, the presentation, and overall evaluation process.

The selected firm will be asked to provide a full cost proposal by the date given in the schedule. The proposal shall include a full scope of services and proposed fee. The scope and fee will be subject to negotiation between the City and the selected firm.

PROFESSIONAL SERVICES AGREEMENTS

The firm selected for this project will be required to use the City's standard Short Form Professional Services Agreement, included with this RFQ for reference. To ensure timely contract execution, the city will not modify the language of its standard agreement. The consultant's submitted proposal will be incorporated as an attachment to the executed agreement.

CONTACT WITH CITY EMPLOYEES/WRITTEN QUESTIONS

To ensure a fair and objective evaluation process, all questions regarding this RFQ must be submitted in writing via email to the designated point of contact. Marketing or promotional outreach to City staff or officials is not permitted from the time of RFQ publication through final selection. Written inquiries must be received by the deadline specified in the project schedule.

Responses to inquiries, along with any modifications to the RFQ, will be issued in the form of an addendum. The City will make reasonable efforts to distribute addenda to all firms that received the RFQ; however, it is the responsibility of each interested firm to verify the issuance of addenda by checking the City's website.

City of Delaware
Qualifications Evaluation Rubric
Project: 2026 Pavement Condition Assessment

EVALUATION CRITERIA AND SCORING

Statements of Qualifications (SOQs) will be evaluated by a selection committee using the following rubric. A maximum of 100 points will be available.

CRITERIA	DESCRIPTION	POINTS
Firm Experience & Past Performance	Demonstrated experience with pavement condition assessments, pavement management systems, and use of automated data collection. Quality and relevance of past projects of similar scope and scale.	25
Project Team & Key Personnel	Qualifications, expertise, and availability of the proposed project manager and key staff. Clarity of roles and responsibilities. Experience working with municipalities preferred.	20
Project Understanding & Approach	Demonstrated understanding of the City's needs. Soundness, clarity, and innovation of the proposal methodology for data collection, processing, QA/QC, and integration with City systems.	25
Project Management & Schedule	Ability to manage the project effectively, communicate with City staff, and deliver on time. Realistic and well-structured schedule.	10
Capacity & Availability	Firm's current workload and capacity to dedicate staff/resources to complete the project within the required timeframe.	5
Quality Assurance & Innovation	Approach to ensuring accurate, consistent, and reliable results. Use of innovative technologies or practices that improve efficiency of data quality.	5
References	Client satisfaction on comparable projects.	5
Overall Quality of Submittal	Organization, clarity, and completeness of the SOQ.	5
TOTAL		**100**

City of Delaware
2023 Pavement Condition Summary
Project: 2026 Pavement Condition Assessment

b



City of Delaware

Prepared April 21, 2023

by

City of Delaware

Public Works Department

2023 Pavement Condition Summary

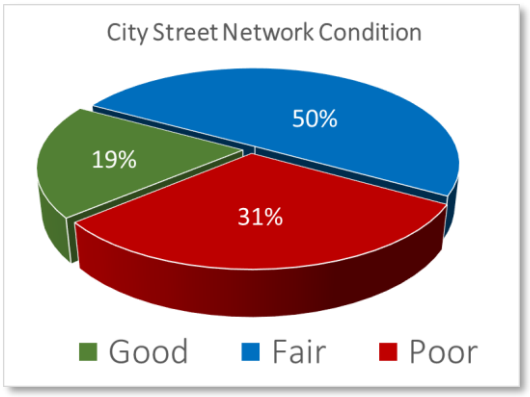
Access Delaware

Let's get there together

Report does not reflect resurfacing work to be completed in 2023

Summary

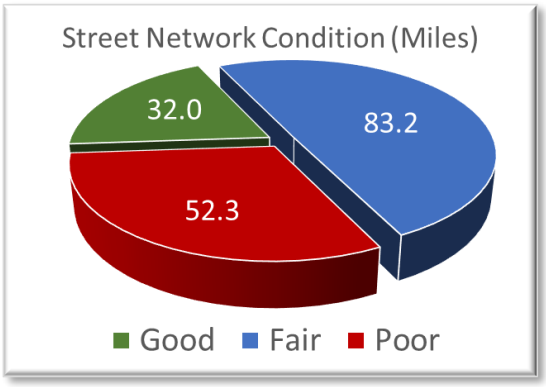
The City of Delaware is responsible for maintaining 193 miles of public roadway throughout the community comprised of 167 miles of city streets and 26 miles of state routes. The recently completed pavement condition assessment indicates that 195 streets totaling 52.3 miles in length require immediate paving at an estimated cost of $22.3 million. Delaware should be investing $3.3 million annually in maintaining the city streets. An additional $4.5 million over the next five years is required to participate in ODOT's Urban Paving Program for state routes within the city. Over the past 20 years, the city has averaged only 2.7 miles of street paving per year. A sustainable pavement maintenance program, however, would include an estimated 8.6 miles of street paving per year. Without additional expenditure in street maintenance, the condition of Delaware's street network will continue to decline as restoration costs increase.



Existing Conditions

As Delaware has grown, so has the City's Street network by adding over 72 miles of roadway over the past 25 years. Pavement deteriorates at varying rates depending on daily traffic volumes, truck traffic, pavement drainage conditions, and surface maintenance. The City's street network includes alleys, neighborhood streets, collector streets, and arterials. Each deteriorates at different rates and over varying time frames, but all require resurfacing at the end of their respective useful service life.

Pavement condition assessments were completed in March of this year by Public Works Department staff. Individual streets were inspected and assigned a rating based on the condition of the pavement. A visual rating system is utilized that assigns pavement condition ratings to pavement sections ranging from 'Good', 'Fair', and 'Poor'. This method allows for the relatively quick assessment and assignment of pavement condition ratings to all streets within the City's roadway network on an annual basis. Pavement condition assessments of the state routes, including US23, are performed independently by ODOT as part of the State Urban Paving Program. Pavement condition ratings can be found at the back of this report.



Pavement condition is assessed and rated using the following guidance:



GOOD

- Like new condition
- Minor crack sealing may be required.
- Maintenance treatments will add little to no value in extending pavement life



FAIR

- Light to moderate cracking present in surface.
- Small areas of failed pavement.
- Application of preservation treatments like surface seals and micro-overlays would extend pavement useful service life.



POOR

- Moderate to heavy amounts of cracking present
- Potholes begin to form.
- Some structural repairs are needed.
- Resurfacing of street is required to restore the surface and prevent further deterioration.

Pavement Maintenance Program

A sustainable pavement maintenance program is required to maximize the useful life of the street network while reducing long term maintenance costs. Pavement maintenance includes the application of preservation treatments throughout the pavement's useful service life, followed by the replacement (paving) of the top course of asphalt at the appropriate time. Annual pavement maintenance costs are established as a function of the street type and anticipated life cycle of each roadway classification. It is estimated that $3.3 million should be invested annually in the maintenance of the City's streets. The

table below shows the proposed costs associated with implementing a sustainable pavement maintenance program for the city street network.

Proposed Pavement Maintenance Program				
City Street Type	Miles	Service Life	Miles Paved	Annual Cost
Alley	9.44	20-25	0.42	$66,482
Local Street	94.48	20-25	4.20	$1,583,001
Collector	48.41	15-20	2.77	$1,115,345
Arterial	15.2	10-15	1.22	$491,464
Totals	167.53		8.60	$3,256,290

Street Paving Backlog

Because the revenue has not been available for implementing a sustainable paving program over the last twenty years, the overall condition of the city street network continues to drop and the backlog of streets in need of paving continues to grow. Presently, 31% of the street network has been rated as 'POOR' with 195 streets in need of resurfacing. One third of these streets have deteriorated to the point where more costly reconstruction efforts are needed. It is estimated that it will require a $22.3 million investment to restore the street network to a condition where it can be sustainably maintained in the future.

State Urban Paving Program

Delaware is responsible for the maintenance of the state routes within the corporate limits of the City. Until recently, the Ohio Department of Transportation (ODOT) managed the resurfacing of these routes through the Urban Paving Program whereby the State paid for 80% of the cost of maintaining the state highway system, limiting the local contribution to 20% of the construction cost for each paving effort. Recently however, ODOT has proposed modifications to the Urban Paving Program which would limit State funds to just $85,000 per lane mile of highway resurfaced. The difference between the actual construction cost and State contribution becomes the responsibility of the city. Over the next five years staff estimates that the cost of participating in the Urban Paving Program will approach $4.5 million in local contribution.

Public Alleys

The maintenance of the public alleys is currently the responsibility of the abutting property owners per Ordinance 86-36 put in place years ago. Recognizing that many alleys serve as the primary access to many residences within the city, the inclusion of public alley maintenance within the municipal paving

program should be considered. The cost of maintaining public alleys has been included in the estimates shown in the table above.

Sustainable Pavement Maintenance

A sustainable program would provide for the timely maintenance, repair and resurfacing of all public roads within the City to maximize the useful life of each street while minimizing long term maintenance costs. To establish a sustainable pavement maintenance program, the following effort is required:

1. Establish a dedicated revenue source to fully support an annual paving program expenditure of $3.3 million to fund pavement preservation treatments and pavement surface replacement. This amount should be adjusted annually to account for the continued growth of the street network and construction inflation.

2. Continue to participate in the State's Urban Paving Program by setting aside an estimated $4.5 million in local funding over the next five years to cover the local share of resurfacing the sections of US23, US36, SR37, US42, and SR521 within the City limits.

3. Establish additional revenue that can be dedicated toward reducing the $23.3 million backlog in network streets requiring immediate resurfacing or reconstruction. This effort will be a long-term commitment that could take up to ten years to address all 195 streets currently in need of paving.

4. Continue to apply for state and federal grant opportunities to offset local costs in addressing the backlog of street paving required within the city street network.

5. Add a Project Manager position necessary to manage a substantially expanded annual pavement maintenance program, including addressing the backlog of city street paving needs.

6. Increase staffing in the Street Maintenance and Traffic Operations Divisions to improve the level of service in maintaining the current roadway network and related systems and appurtenances.

City of Delaware
Short Form Agreement Example
Project: 2026 Pavement Condition Assessment

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date signed by the Owner ("Effective Date") between the City of Delaware ("Owner") and [XXX] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: 2025 City of Delaware Pavement Condition Assessment ("Project").

Engineer's services under this Agreement are generally identified as follows: Data collection and pavement condition assessment for City of Delaware Streets. ("Services").

Engineer's services under this Agreement are generally identified as follows: XXX. See attached Exhibit A for a detailed scope of services.

Where the scope of Services is identified as a proposal of Engineer or other document provided by Engineer attached to this Agreement, no terms or conditions contained in the proposal or document shall be made a part of this Agreement.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide or furnish the Services set forth in this Agreement. If directed by Owner, or if required because of changes in the Project and authorized by Owner, Engineer shall furnish services in addition to those set forth above ("Additional Services").

B. Engineer shall complete its Services within the following specific time period: ***June 30, 2026.*** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

   1. If Engineer's Services include construction-related services, Engineer's time to complete such services is conditioned on the time established between Owner and its contractors to complete the construction work.

C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services shall be adjusted equitably. Engineer shall immediately provide Owner with notice of such impairment or delay. A suspension will occur upon written notice from Owner titled "Suspension Notice." If any such impact to the time of completion occurs, the scope of Engineer's Services is increased, and Engineer will seek payment for

such increase, Engineer must provide prompt written notice to Owner of such intent along with a proposal for the cost increase. Additional compensation will not be permitted for changes in the Services that are not material or do not result in the Engineer expending additional costs.

2.01 *Payment Procedures*

A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Owner will make payment on undisputed amounts within 30 days of receipt. If Owner fails to make any payment within 30 days after receipt of Engineer's invoice, then Engineer shall provide Owner with prompt written notice of such non-payment. If Owner fails to make payment on undisputed amounts within 14 days of such notice, Engineer may, after giving an additional seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all undisputed amounts due.

B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services).

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for Services and reimbursable expenses is estimated to be $[ ].

4. The total compensation for Services and reimbursable expenses shall not exceed $[___].

5. Expenses permitted as reimbursable expenses include the following:

    a. fees for securing approval of authorities having jurisdiction over the Project;

    b. reproductions, plots, postage, handling and delivery of instruments of service; and

    c. renderings, models and mock-ups requested by the Owner.

2.03 *Additional Services:* Additional Services must be approved in writing. Owner shall not be responsible for any Additional Services not approved in advance of such work. For Additional Services of Engineer's employees engaged directly on the Project, Engineer shall provide a proposal for approval by Owner based on the cumulative hours to be charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses to be incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services in accordance with this Agreement is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional: or

2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement incurred through the effective date of termination in connection with providing the Services and Additional Services.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment,

no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no other warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Owner shall not be responsible for discovering deficiencies in the technical accuracy, technical quality or completeness of Engineer's services. Engineer shall correct deficiencies in technical accuracy, technical quality and completeness without additional compensation.

Engineers shall perform all Services in accordance with any and all applicable laws, rules, regulations, ordinances, codes, industry standards and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made by Constructors regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited irrevocable license to use the documents on the Project, extensions of the Project, and for related uses of the Owner. Such license shall be granted on the effective date of this Agreement and shall not be impaired or terminated by breach or termination, provided that Owner has paid Engineer all undisputed amounts owing for Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that Engineer cannot represent that such documents are suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at no risk to Engineer and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; and

3. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Indemnification

1. *Indemnification by Engineer.* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from claims, losses, damages, expenses and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from claims or actions relating to the Project, but only to the extent caused by any negligent act, error or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, regardless of whether such claim , loss, damage, expense or judgment is caused in part by a party hereunder.

I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute may be mediated. If mediation is pursued and unsuccessful, then the parties may exercise their rights at law by seeking to have the dispute resolved in a court of competent jurisdiction located in Delaware County, Ohio, to the exclusion of all other courts, including federal courts. Both parties to this Agreement expressly waive any right to bring claims made under this Agreement in federal court.

Engineers agree to continue their performance of all Services and Additional Services pending the resolution of any dispute resolution process.

K. This Agreement is to be governed by the law of the state in which the Project is located.

L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

M. Privileged Communications. All written or verbal communications between Engineer and the Owner's legal representatives relating to Engineer's administration of construction work or interaction with third parties while Engineer is acting as an agent of Owner to the limited extent provided under the terms of this Agreement shall be subject to the attorney-client privilege and can only be waived by the Owner through express written authorization to disclose such communications. Engineers agree to consider and keep such communications privileged and confidential and to not disclose such communications to any person other than the Engineer's own legal counsel. The intent of this provision is to protect the privilege and confidentiality of communications with Owner's legal representatives in the event of a dispute between the Owner and a third party.

6.01 *Insurance*

A. Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability and automobile insurance policy carried by Engineer. Owner shall not be listed as an additional insured on Engineer's professional liability.

1. Engineer shall procure and maintain during the term of this Agreement and for a period of at least three (3) years after completion of construction of the Project, subject to availability at commercially reasonable rates, at its own expense, the following insurance coverages, insuring the Engineer, its employees, agents, and designees, which insurance shall be obtained from an insurance company rated A-, A or A+ by Best Insurance Reports. The Engineer shall require each of its Consultants to maintain appropriate levels of coverage based upon the services provided related to the Project.

   a. Professional liability insurance coverage in the amount of not less than

      1) __X___ One Million Dollars ($1,000,000) for each claim, covering claims of negligence, errors, acts, and omissions by the Engineer arising out of the performance or failure to perform professional services under this Agreement.

   b. Commercial general liability insurance for bodily injury (including death) and property damage, including limited contractual liability coverage, in not less than the following amounts: (i) general aggregate limit: $2,000,000 each occurrence; and (ii) each occurrence limit: $1,000,000.

c. Worker's compensation insurance as required by Ohio law and Stop Gap Liability with limit of not less than $1,000,000 each Employee, Disease and Aggregate.

d. Commercial Automobile Liability: Bodily Injury and Property Damage Combined Single Limits: $1,000,000 Combined Single Limit

2. If the Engineer has not done so prior to the parties' execution of this Agreement, the Engineer shall submit valid certificates of insurance in form and substance satisfactory to the Owner, evidencing the effectiveness of the foregoing insurance, naming the Owner as the holder of the certificates and, for the general liability insurance coverages, naming the Owner as an additional insured, and shall provide copies of the insurance policies upon request of the Owner.

7.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 *Definitions*

A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9.01 *Attachments:*

A. Appendix 1, Engineer's Standard Hourly Rates [Exclude Appendix 1, Engineer's Standard Hourly Rates, only if hourly rates are not to be used for either basic compensation (Paragraph 2.02) or Additional Services (Paragraph 2.03)]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:	City of Delaware, Ohio	Engineer:	
By:		By:	
Print name:	Paul Brake	Print name:	
Title:	City Manager	Title:	
Date Signed:		Date Signed:	

Approved as to form:

By:
Name: Natalia Harris
Title: City Attorney

Engineer License or Firm's Certificate No. (if required):

State of:

Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
Project Engineer Name	Engineer's contact person
City of Delaware Public Works Department	Address
440 E. William St.	City, State Zip
Delaware, OH 43015	email
Project Engineer email	

This is **Appendix 1**, **Engineer's Standard Hourly Rates,** referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [ ].

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

Billing Class	**Rate**
Billing Class VIII	$ [ ]/hour
Billing Class VII	$ [ ]/hour
Billing Class VI	$ [ ]/hour
Billing Class V	$ [ ]/hour
Billing Class IV	$ [ ]/hour
Billing Class III	$ [ ]/hour
Billing Class II	$ [ ]/hour
Billing Class I	$ [ ]/hour