



BOARD OF COUNTY COMMISSIONERS
CLERMONT COUNTY, OHIO

ROBERT L. PROUD R. SCOTT CROSWELL III EDWIN H. HUMPHREY

February 4, 2010

Request for Qualifications for the 2010 Water and Sewer Public Improvement Projects...

It is time once again for this office to publish a list of proposed projects that are anticipated to begin design efforts in 2010. Enclosed for your review is a detailed list of the projects this office has identified. Additional projects warranting design may be encountered throughout the year. When this occurs, qualification statements from this submittal may also be used to select the qualified candidate.

All Qualification Statements should include the following information for each project you are interested in:

1. Technical Approach – Identify the recommended approach to address the needs for the specific project. Briefly, identify the scope of services and any important issues associated with the project.
2. Project Team and Project Schedule – Identify the staff members that would be working on the project, past experience with similar projects, and their role on the specific project. Identify the proposed schedule to complete the scope of the professional services.

In addition, you are **required** to submit valid copies of your Workers' Compensation Certificate and Certificates of Insurance. Failure to do so may consider your Qualifications incomplete.

Consultants can submit on one or all of the projects listed. The total qualification statement must not exceed 20 pages, excluding resumes, Certificates of Insurance, and Workers' Compensation Certificates. Also attached, for your review, is a standard Professional Services Agreement that Clermont County uses for all engineering or professional services contracts. Please submit only one (1) copy of your Qualification Statement.

Qualification Statements for the Aicholtz Road, Phase II, Sewer Improvements are due by 4:00 PM on February 25, 2010.

All other Qualification Statements are due no later than 4:00 PM Friday, March 12, 2010. Please deliver to the attention of:

Lyle G. Bloom, P.E.
Clermont County Water Resources Department
Sanitary Engineering Division
4400 Haskell Lane
Batavia, Ohio 45103

If your firm would like to be removed from our list, or you wish for the notices to be sent to a different person in your organization, please let me know.

Thank you,
Lyle G. Bloom
Lyle G. Bloom, P.E.
Sanitary Engineer

2010 Sewer Capital Improvement Plan – Request for Qualifications

Aicholtz Road, Phase II, Sewer Improvements – Estimated Budget \$400,000

This project is located in Union Township and consists of designing approximately 2,200 lineal feet of 12” sanitary sewer. Approximately 375 feet of the proposed sewer will replace an existing 8” concrete sanitary sewer (installed 1965) located along Aicholtz Road and will include replacement of existing sewer laterals to the edge of right-of-way. The remaining 1,825 feet of the proposed sewer will extend through undeveloped property and intercept an existing 8” sanitary sewer at a manhole located inside a roundabout. **This project must have an expedited design, as the County intends to submit this project for the upcoming “Jobs For Main Street / Stimulus II” Funding. Due to the special funding, this project requires that an approved Ohio EPA Permit To Install be received before the submittal deadline for the Jobs For Main Street / Stimulus II Funding, which has not been determined. Qualification Statements for the Aicholtz Road, Phase II, Sewer Improvements must be received by 4:00 PM on February 25, 2010.**

Nordyke Road Sewer Petition – Estimated Budget \$280,000

This project is located in Pierce Township and consists of designing approximately 1,100 feet of 8” sanitary sewer to serve petitioning property owners near the intersection of Nordyke Road and Nine Mile-Tobasco Road. The project will serve petitioning property owners, with a portion of the project costs being paid by special assessment of benefited properties. The scope will include preparation of preliminary cost estimates and preliminary design to be presented to property owners. Deliverables include detailed design drawings, technical specifications, and an itemized Engineer’s Estimate.

2010 Water Capital Improvement Plan – Request for Qualifications

PUB Water Treatment Plant Renovation – Estimated Budget \$605,000

This project is located in Pierce Township and includes the evaluation and design of improvements needed at the PUB (Pierce, Union, Batavia) Water Treatment Plant. Renovations include replacement of the filter gallery ceiling, repair of structural damage to the roof of the plant, upgrade of the filters and instrumentation, and replacement of the raw water meter. Deliverables include an improvement recommendation report, detailed design drawings, technical specifications, and an itemized Engineer's Estimate.

PUB Well Field Improvements – Estimated Budget \$465,000

From 2008 to 2009, the PUB (Pierce, Union, Batavia) Well Field underwent a well rehabilitation, which included cleaning of screens, CCTV of screens, and pump repairs and replacements. During the rehabilitation, several of the wells were identified to be in need of extensive repair, including replacement of the well screen and/or abandonment of the well and redevelopment of a new well (specifically, wells #2 and #8). In addition, the control tower for wells 7-9 requires complete replacement (electric controls, piping, and elevated control platform). The scope will include review of CCTV data, review of the existing well field, and development of recommended improvements in report format. Deliverables include detailed design drawings for selected improvements, technical specifications, and an itemized Engineer's Estimate.

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is entered into this _____ day of _____, 20____, by and between the Board of Commissioners of Clermont County, Ohio (hereinafter referred to as "BOARD"), 101 E. Main Street, Batavia, Ohio 45103 and

(Insert company name and address here)

[] an Ohio Professional Corporation, [] general partnership, [] sole proprietorship (hereinafter referred to as "CONSULTANT"), relative to the provision of engineering and/or architectural and/or consulting services.

In consideration of the promises hereinbelow delineated parties do hereby agree as follows:

1. The BOARD retains the CONSULTANT to provide professional services to Clermont County relative to the

(Insert project name here)

2. The CONSULTANT's proposal dated _____ is attached hereto as Exhibit A is incorporated herein by reference and CONSULTANT shall provide all those services as delineated therein. CONSULTANT represents that it has sufficient training, expertise, staffing, and experience to professionally provide those services as delineated therein relative to the project.

3. The BOARD shall pay the CONSULTANT as follows:

[] A lump sum amount of \$_____, which figure includes all expenses.

[XX] A sum not to exceed \$_____, including all charges and expenses, to be invoiced monthly. Each invoice shall delineate all fees in accordance with the schedule attached hereto as Exhibit B, which is a fee summary outlining the fee for categories of services to be provided, the rate of pay to personnel working on said projects, and reimbursable charges.

4. The CONSULTANT shall provide all services as described in Exhibit A within _____ consecutive calendar days from the issuance of a written Notice To Proceed from the Clermont County Water Resources Department (hereinafter referred to as "CCWRD"), exclusive of CCWRD review time. The date of completion of this contract may be extended by the BOARD for unforeseen causes only if the application for such an extension is filed with the BOARD in writing within fifteen (15) days of the projected completion date. In the case of an unforeseen calamity, occurrence, or emergency, the BOARD may waive the 15-day requirement. The BOARD will not withhold a reasonable extension of the work for delays occurring due to unforeseen causes beyond control and without fault or negligence of the CONSULTANT.

5. Change Orders or other modifications of this contract must be in writing and executed by the parties prior to such Change actually being affected. There will be no reimbursement for work outside the scope of this contract unless there is an accompanying written Change Order.

6. The BOARD, by and through the CCWRD, agrees to furnish the CONSULTANT with all existing studies, reports, and other valuable data or items in the possession of the BOARD. The BOARD further agrees to arrange for access and make provisions for the CONSULTANT to enter upon public and private property as necessary and as permitted by law.

7. In addition, the BOARD, by and through the CCWRD, will provide the following equipment to the CONSULTANT for its use (said equipment to be returned by the CONSULTANT in as good a condition as when received):

N/A

8. The CONSULTANT shall provide the BOARD with the number of copies of the CONSULTANT's plans, specifications, reports, and/or other as specified in Exhibit A. The BOARD and CCWRD shall be the owner of all records, reports, data, or work product created or generated as a result of this contract.

9. CONSULTANT agrees to indemnify and hold harmless the BOARD, Clermont County, and all its employees from any liability arising out of the negligent acts, errors or omissions of the CONSULTANT in the performance of this agreement; provided however that the CONSULTANT shall be given the opportunity to defend on behalf of the BOARD any action or claim brought against them which, if successfully prosecuted, would give rise to a claim hereunder against the CONSULTANT.

10. CONSULTANT further agrees that when using any equipment or items provided by the BOARD that the CONSULTANT will operate said equipment or property in a safe and proper manner; that when entering the property or premises owned by the County or using the County's equipment, it will further hold the County harmless from any injuries, liabilities or damages which arise out of the use or misuse of said equipment or which occur while upon said property. CONSULTANT further agrees to be responsible for the conduct of all of its employees and will indemnify and hold the County harmless therefrom.

Further, CONSULTANT acknowledges that it is an independent contractor, is not an employee of the County, and will be responsible accordingly.

11. CONSULTANT agrees to comply with all federal, state and local laws, statutes, regulations, ordinances and resolutions known at the time of the execution of this contract.

12. The CONSULTANT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement and keep in full force, Workers' Compensation. A copy of a document evidencing such Workers' Compensation shall be furnished to the BOARD prior to the commencement of the services. The CONSULTANT shall carry the following minimum amounts of Insurance:

- a. General Liability Insurance in the amount of \$1,000,000 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence.
- b. Property Damage in the amount of \$1,000,000 from damages on account of any one accident or occurrence.
- c. Professional Liability Insurance in the amount of \$1,000,000 to cover claims as a result of the negligent acts, errors or omissions of the

CONSULTANT.

The CONSULTANT shall furnish to the BOARD, a Certificate of Insurance certifying the above types and amounts of insurance including a Notice of Cancellation clause with notification being sent to the Board at 101 E. Main Street, Batavia, Ohio 45103.

It shall be the responsibility of CONSULTANT to update the above information concerning insurance and Workers' Compensation if companies change due to year changes or expirations.

13. As part of the consideration of this contract, the CONSULTANT represents that it has no outstanding tax liens of any type, real or personal, in the names of the company and/or its officers or partners.

14. When appropriate, the BOARD reserves the right to require of the CONSULTANT, contractors, or subcontractors or other persons involved in the provision of services under this contract, appropriate affidavits in accordance with Title 1311 of the Ohio Revised Code and the parties acknowledge that if any contractor, subcontractor, laborer or materialman remains unpaid that the BOARD may, in lieu of payment directly to the CONSULTANT, pay such contractor, subcontractor, laborer or materialman in accordance with the money owed, any balance then being paid directly to the CONSULTANT.

15. The CONSULTANT may not subcontract this agreement in full or part with any other legal entity without the written approval of the Board or its authorized agent.

16. This contract may be terminated by either party within seven (7) days written notice without cause and any services and expenses rendered by the CONSULTANT shall be paid through the date of termination of the contract. The parties further agree that should the CONSULTANT for any reason breach this contract by failing to complete it, that it will be paid for services rendered to date less any costs or damages incurred by the County to include re-awarding of the contract or necessary duplication of original services.

17. This agreement shall be construed in accordance with the laws of the State of Ohio and any action on the agreement shall be of venue in Clermont County, Ohio. In the event that any court of competent jurisdiction should determine that any provision of this agreement is unenforceable or in any manner illegal, then such provision shall be deemed null and void and this contract shall be interpreted as if such provision had never been included and the exclusion of any such provision shall not be deemed a revocation or nullification of this agreement in its entirety.

18. Additional clauses: None See Attachments

IN WITNESS WHEREOF, the parties have hereunto executed this agreement in duplicate with the intent to be legally bound thereby.

WITNESS:

CONSULTANT:

SIGNATURE:

BY: _____

SIGNATURE:

PRINTED NAME:

PRINTED NAME:

TITLE: _____

BOARD OF COUNTY COMMISSIONERS OF
CLERMONT COUNTY, OHIO

Robert L. Proud

R. Scott Croswell III

Edwin H. Humphrey

ATTEST:

Clerk of the Board

DATE: _____

This contract, to include project description, scope of services, and reimbursement schedule, has been reviewed by this department, correctly describes the project and the scope of services necessary, and no irregularities have been detected.

CLERMONT COUNTY WATER RESOURCES DEPARTMENT

Thomas C. Yeager
Director of Utilities

Reviewed and approved as to legal form and content.

DONALD W. WHITE
Clermont County Prosecuting Attorney

BY: _____
Assistant Prosecuting Attorney

This instrument reviewed by the Office of the Prosecuting Attorney of Clermont County, Ohio. (PRS)