

OFFICE OF THE EXECUTIVE
Department of Law, Insurance and Risk Management

Request for Quotations
January 17, 2012



Russell M. Pry
SUMMIT COUNTY EXECUTIVE
OHIO BUILDING
175 S. Main Street
AKRON, OHIO 44308

Thank you for your participation in providing the Summit County Executive, Department of Law, Insurance and Risk Management Quotations for Engineering Services for the Tritt's Mill Dam project.

There may be addenda to this request for quotations (RFQ). To ensure you are made aware of any addenda to this RFQ, contact Shannon McNulty either by telephone (330-643-2557) or email shmcnulty@summitoh.net of your intention to quote. When contacting Ms. McNulty please provide your company's name, e-mail address, mailing address, contact person, and telephone number.

Your quote is to be delivered to the County of Summit, Department of Purchasing, 175 South Main Street Room 742, Akron, Ohio 44308 by 4:00 PM local time, Friday, February 10th, 2012. All proposals will be received at that time and forwarded to the Summit County Department of Law, Insurance and Risk Management.

Please ensure your completion of all required forms found on Pages 17-25.

Should you have procedural questions, please feel free to call Shannon McNulty at 330-643-2557.

Sincerely,

RUSSELL M PRY,

EXECUTIVE

Request for Quotations for Engineering Services for the Tritt's Mill Dam Project.

The County of Summit is requesting quotations for engineering services in connection with a project intended to mitigate deficiencies in the Tritt's Mill Dam, located in Springfield Township.

Over the years ODNR has inspected Tritts Mill dam which is located on property owned by Springfield Township. In August of 2011, shortly after an inspection, ODNR issued a notice of violation (a copy of which is attached). ODNR requires that, either by removal or repair, the dam must be brought into compliance with relevant regulations by December 31, 2012. The Springfield Township Trustees have submitted a proposed plan to ODNR for approval (a copy of which is attached), which has not yet been received.

As part of that proposed plan, Summit County and Springfield Township have entered into a Memorandum of Understanding (a copy of which is attached) to obtain an engineering study to determine the best course of action to take with respect to the dam. These entities are seeking a study which will identify potential remedies and associated costs including removal of the dam, repair of the dam, and repair and partial removal of the dam. Said study should also identify potential options and related costs for stream bank revitalization.

The scope of the Engineering Study should include:

- a. Determining if the dam can be restored or if portions can be salvaged;
- b. Providing an analysis of the impact of dam modifications on the adjacent historic site of the mill;
- c. Determining the sequencing of any proposed modification of the dam to minimize negative downstream impact of sediment transport;
- d. Determining the historic flow channel elevations of the stream in the immediate vicinity of the dam if possible;
- e. Determining what portions, if any, of the existing dam may remain;
- f. Determining feasible options for maintaining a mill pond as well as options for allowing a rapids to remain within the channel downstream of the dam;
- g. Providing graphic representations of selected alternatives for public comment;
- h. Attending public meetings to assist the Parties with explanations of the options; and
- i. Determining the potential for establishing stream restoration and/or wetland credits as a result of the removal of the dam.
- j. Determining the effect of maintaining the dam in its present condition with consideration of upstream flooding

The cost of the study should not exceed \$25,000.

The County intends to select an engineering firm for the study on or before February 17, 2012 and will subsequently enter into a professional services agreement with that firm. The study must be complete no later than June 22, 2012.

Quotations should be returned to the Department of Purchasing, County of Summit no later than February 10, 2012 at the following address:

Department of Purchasing
County of Summit
Room 742
175 South Main Street
Akron, Ohio 44308

CONTRACT TERMS

The successful consultant will be expected to enter into a contract with the County of Summit. The following terms are indicative only, and not intended to be comprehensive, of the terms of the contract.

1.0 Contract Administration

The County of Summit Department of Law, Insurance and Risk Management will administer the contract.

2.0 Invoices

The Consultant will be required to submit invoices in triplicate (one original and two copies) to the "invoice to" address identified in the purchase order used to issue orders against this contract. The Consultant's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

Name and address of Consultant

Invoice remittance address as designated in the contract & description shall including, but not limited to:

Billing period

Location

Description of services rendered

3.0 Assignment/Subconsultant/Joint Ventures

Neither the contract or any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party.

The contract will be made pursuant to the proposal submitted by the Consultant.

The contract will be based on the Consultant's qualifications and responsibilities.

The Consultant will not sublet or assign the contract nor shall any subconsultant commence performance of any part of the work included in the resulting contract, without the previous written consent of County of Summit.

Joint ventures are permissible.

However, one organization must be clearly defined as the party having primary responsibility and the remaining organization(s) as having secondary responsibilities. The primary party will submit his/her proposal as outlined in the specifications with the secondary party being a sub-consultant to the proposal.

4.0 Permits/Codes

The selected Consultant is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or Consultant shall have obtained a legal waiver.

5.0 Compliance with the Law

The Consultant must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this PROPOSAL including applicable state and Federal laws regarding drug-free work places. The Consultant will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or payroll deductions required for all employees engaged by the Consultant in the performance of the work specified in this PROPOSAL.

6.0 Termination for Convenience

County of Summit reserves the right to terminate the resulting contracts for its convenience by giving the Consultant thirty (30) days written notice.

6.0 Termination for Default

County of Summit may terminate the contract at any time the Consultant fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice.

The Consultant will have thirty (30) days after notice of required improvement to make necessary corrections.

If, after such notice, the Consultant fails to remedy the conditions, County of Summit will issue an order to stop work immediately and terminate the contract without obligation.

7.0 Non-Acceptance Criteria for Work, Materials and Service

No certificate of payment, no provision in the proposal documents, nor any partial shipment of materials or entire occupancy of government shall constitute an acceptance of work, materials or service not done or provided in accordance with the contract documents, or relieve the Consultant of liability for any express or implied warranties or responsibility for faulty materials or workmanship.

The Consultant shall remedy any defects in the work, material or service and pay for any other resulting damage to other work, material or equipment which appears within one year of final acceptance of the work, materials, or service unless a longer period is elsewhere specified.

Nothing stated herein should relieve the Consultant of common law liability for latent defects, which may appear after the expiration of the warranty period.

8.0 Performance Requirements

The delivery of any material, software, equipment, or the performance of any service that does not conform in all respects to the specifications will be rejected and the County Executive's representative shall notify the Consultant of the reasons for the rejection.

If the Consultant fails to make immediate replacement of such rejected material, equipment or service meeting the specifications, the County Executive will procure in the open market materials, and equipment, or hire labor of the quality required to meet the specifications up to the value rejected and the Consultant and his surety shall be liable to the County Executive for the total costs of the correction.

The County Executive's performance of the work, when the Consultant is not doing the work in accordance with the specifications of the contract, shall result in a claim against the Consultant for all costs and damages which will be allowed by reason of such non-performance.

If the Consultant defaults or neglects to carry out the work in any respect in accordance with the contract documents and fails to correct the default, except where an extension of time is granted in writing by the County, the County upon written notice to the Consultant may, without prejudice to any other remedies the County may have, make the correction required.

If the default or neglect results in a threat to the safety of persons or property, the Consultant must immediately commence to correct such default or neglect upon written or oral notice.

9.0 Indemnification

The Consultant awarded this contract shall assume the defense of, indemnify, and save harmless the County or any authorized political subdivision receiving services under this contract from any claims or liabilities of any type or nature to any person, Consultant, or corporation arising in any manner from the Consultant's performance of the work required under this contract and shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

10.0 Non-Appropriation of Funds

Consultants are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract year by year.

In the event that the funds necessary for the continuation of this contract are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

11.0 Co-Op Opportunities

Ohio Revised Code (ORC) § 9.48 allows any county to participate in contracts of other counties or townships in the acquisition of equipment, materials, supplies or services using the same terms, conditions and specifications and same or lower price.

County of Summit may permit authorized counties, townships or municipalities hereafter referred to as political subdivisions, to participate in contracts that County of Summit has entered into for the purchase of certain supplies, services, materials and equipment.

Upon the contract award, authorized political subdivisions are approved to order directly with the supplier. All invoices for such purchases must be sent directly to the ordering political subdivisions' billing address. Under no circumstances is County of Summit obligated to that political subdivision's financial commitments.

12.0 Consultant Insurance

The Consultant shall purchase and maintain such insurance as will protect the company/corporation from claims set forth below which may arise out of, or result from the Consultant's execution of the proposed services where applicable, whether such execution be by himself or by any subconsultant or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

Claims for damages because of bodily injury, sickness or disease or death of his employees;

Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Consultant, or (2) by any other person; and

Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

Certificate of Insurance acceptable to County of Summit shall be filed with County of Summit prior to commencement of the services.

These Certificates shall contain a provision that coverage afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to County of Summit.

The Consultant shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

Comprehensive Public Liability and Property Damage, Consultant's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured County of Summit. If excluded from Consultant's standard coverage, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "third Party Beneficiary" and (3) "collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the contract.

The types and **minimum** limits of insurance shall be as follows:

- Commercial General Liability Insurance
 - General Aggregate Limit - \$2,000,000
- Products-Completed Operations
 - Aggregate Limit - \$2,000,000
- Personal and Advertising
 - Injury Limit - \$1,000,000
 - Each occurrence Limit - \$1,000,000
- Comprehensive Automobile Liability
 - Bodily Injury & Property Damage Liability Limit
 - Each Occurrence - \$1,000,000

The above minimum coverage may be obtained through primary insurance or any combination of primary and umbrella insurance.

In addition, the General Aggregate Limit shall be required on a per project basis.

The Consultant shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the project to the full insurable value thereof for the benefit of County of Summit, the Consultant, and Subconsultants as their interest may appear. This provision shall in no way release the Consultant or Consultant's surety from obligations under the contract documents to fully complete the project.

The Consultant shall procure and maintain at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Consultant shall require such Subconsultant similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the Consultant shall provide, and shall cause such Subconsultant to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

The Consultant shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by County of Summit, the amount of such insurance shall not be less than the contract price totaled in the proposal. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time, and until the services rendered are accepted by County of Summit. The policy shall name as the insured the Consultant, and County of Summit.

THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:

DESCRIPTION OF THE PROJECT AND LOCATION: the location can be the actual address of the property or the name of the department/agency where the work is to be performed. Example: "Equipment Installation – 7th Floor – Office of the County Executive – Finance & Budget – 175 South Main Street – Akron, Ohio 44308

CERTIFICATE HOLDER: County of Summit County Executive, c/o Purchasing Department, 175 S. Main Street, Akron, OH 44308.

13.0 Addenda

County of Summit may issue an addendum or addenda to this Proposal.

Every effort will be made to ensure all vendors receive updates to this RFP. However, it is your responsibility to ensure you have received all updates to this RFP. Please call or email if you have questions.

14.0 Services Not Mentioned

All services not specifically mentioned in this Request for Proposals necessary to provide the functional capabilities described by a provider shall be included in the proposal;

15.0 Proposal Selection Philosophy

The proposal will be awarded to the best value proposal as solely determined by County of Summit.

Best value proposal is considered a combination of the most qualified consultant with the least monetary cost to County of Summit that provides services contained in this proposal specification document.

16.0 Foreign Corporation

Each consultant, who is a foreign corporation, namely, a corporation not chartered in the State of Ohio but licensed to do business in this state, is required to submit with its proposal an affidavit duly executed by the president, vice-president or general manager of the corporation stating that said foreign corporation has, in accordance with the provisions of the law in the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

17.0 Rejection of Acceptance of Proposals

County of Summit reserves the right to reject any and/or all proposals and waive any irregularities in the proposal process.

No proposal will be accepted from or contract awarded to any person, firm, corporation, or other entity that is in arrears or in default to the County upon any debtor contract or that is in default as surety or otherwise upon any obligation to the County or that has failed to perform faithfully any contract with the County.

18.0 Basis of Proposals

Each consultant's proposal shall include all cost items; no segregated proposal or assignments will be considered.

19.0 Modification and Withdrawal

Proposals may not be amended or withdrawn after submittal.

20.0 Award of Contract

County of Summit reserves the right to conduct such investigations as they deem necessary to assist in the evaluation of any proposal, and to establish the responsibility, qualifications, and financial ability of the consultants to do the work in accordance with the contract documents and to County of Summit's satisfaction within the prescribed time.

Notice of the award shall be made in writing. Such notice will be forwarded to the consultant at the address furnished in the proposal.

21.0 Notice to Proceed and Execution of Contract

County of Summit is expected to issue a "Notice to Proceed" to the selected upon the approval of County of Summit Council, if necessary.

In the event that the contract is not executed, County of Summit will not reimburse the consultant for any expenses incurred.

The final contract will include all terms and conditions of this proposal document and any amendments that may occur during the proposal/award process.

This final contract will be immediately forwarded to the consultant's legal council for review to expedite its execution.

22.0 Statement of Indemnification

A Statement of Indemnification for County of Summit shall be included as part any awarded contract.

23.0 Non-Collusion

A non-collusion affidavit shall be included as a part of any awarded contract.

24.0 Tax/F.O.B.

All materials furnished shall be exempt from the Ohio Sales Tax, and F.O.B. County of Summit Department of Budget and Finance, Akron, Ohio. County of Summit is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax.

The proposal shall be exclusive of all such taxes and will be so construed as such.

25.0 Independent Consultant Status/Responsibilities

The consultant shall be and remain an independent consultant with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions of taxes for social security, worker's compensation premiums, unemployment insurance, or retirement benefits, pensions, or annuities or hereafter imposed under any Local, State or Federal Law, which are measured by the wages, salaries, or other enumeration paid to persons employed by the consultant for work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized Local, State or Federal officials; and said consultant also agrees to indemnify and save harmless County of Summit from any such contributions or taxes or liability.

26.0 Proprietary Work Product

All work product produced as a result of this engagement shall be the property of Summit County. No reports, summaries, letters, or other documents prepared with respect to the engagement will be released without approval of the County of Summit, except as required by federal law or the laws of the State of Ohio.

27.0 Explanations Written

All questions concerning the RFQ shall be submitted in writing via Email to County of Summit at shmcnulty@summitoh.net.

Replies will be issued to all consultants of record as and will become part of the contract.

County of Summit will not be responsible for oral clarification.

Addenda will not be issued that cannot be received by consultants at least seventy-two (72) hours prior to the opening of proposals.

All written question shall be answered and sent to all companies receiving this RFP package.

Every effort will be made to ensure all vendors receive updates to this RFQ. However, it is your responsibility to ensure you have received all updates to this RFQ. Please call or email if you have questions.

28.0 Cost of Preparing the Proposal

Costs for developing the proposals and any subsequent activities prior to contract award are solely the responsibility of the Consultants.

County of Summit will provide no reimbursement for such costs.

29.0 Disposition of Proposals

All proposals become the property of County of Summit. As a result, the proposal may be subject to public information requests.

The successful proposal will be incorporated into the resulting contract by reference.

30.0 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except bona fide employees of the Consultant or bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business.

For breach or violation of this provision, County of Summit shall have the right to reject the proposal, annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.



Ohio Department of Natural Resources

JOHN R. KASICH, GOVERNOR

DAVID MUSTINE, DIRECTOR

Division of Soil & Water Resources

Theodore R. Lozier, P.E., Chief

August 24, 2011

Township of Springfield
Dick Kaylor, Highway Superintendent
2465 Canfield Road
Akron, OH 44312

RE: Tritts Mill Pond Dam
File Number: 0713-019
Summit County, Springfield Township

Dear Mr. Kaylor:

Thank you for allowing Jim Huitger and Tina Griffin of the Division of Soil & Water Resources to conduct a site visit to this dam on August 12, 2011. This site visit was conducted by representatives of the Chief of the Division of Soil & Water Resources under provisions of Ohio Revised Code (ORC) Section 1521.062 to evaluate the condition of the dam and its appurtenances. I have enclosed a copy of their site visit report for your use and review. The Chief has the responsibility to ensure that human life, health, and property are protected from dam failures. Conducting periodic safety inspections and working with dam owners to maintain and improve the overall condition of Ohio dams are vital aspects of achieving this purpose. A copy of the Ohio laws and administrative rules for dam safety is available on the division's web site or by request.

As a dam owner, you are required by law to perform the repair, maintenance, and monitoring items listed in past periodic safety inspection reports. Addressing these items will improve the safety and overall condition of the dam. As required in the Division of Soil & Water Resources' June 22, 2010 Dam Safety Inspection Report, the acceptable deadline to complete these items has passed; therefore, this dam is being operated and maintained in violation of state dam safety laws as noted in the enclosed Notice of Violation (NOV). Due to the seriousness of the deficiencies at this dam and the risk to other properties immediately downstream, you must take immediate action to improve the safety of this dam. **By October 31, 2011, you must submit an acceptable, detailed schedule with time frames to address all required items listed in the June 22, 2010 Dam Safety Inspection Report as well as the deficiencies and concerns noted in the enclosed site visit report. The schedule must demonstrate how approvable plans and specifications to remove or repair the dam will be submitted to the Division of Soil & Water Resources by June 1, 2012, and how this dam will be brought into full compliance by December 31, 2012.** Full compliance may be achieved by addressing these items or through one of the options listed in the enclosed "Remediation Alternatives" fact sheet. To assist you, I have also enclosed "Guidelines for Submitting a Schedule for Repairs" as a template to follow.

Tritts Mill Pond Dam

August 24, 2011

Page 2

Repair plans and specifications for the remediation of these deficiencies must be prepared and submitted by an Ohio registered professional engineer. The Division of Soil & Water Resources must approve any plans for modifications or repairs to the dam. Following approval of the engineered plans, all necessary repairs must be implemented by the owner under the supervision of an Ohio registered professional engineer. Failure to complete the required repair, maintenance, and monitoring items or otherwise bring this dam into compliance may result in further legal action.

Please be advised that you may qualify for a loan to make required repairs from the Ohio Dam Safety Loan Program administered by the Ohio Water Development Authority (OWDA). To find out more about the program, please contact OWDA's Loan Officer at 614/466-5822.

Your cooperation in improving the overall condition of this dam is appreciated. Please contact Tina Griffin of the Division of Soil & Water Resources at 614/265-6634 if you have any questions or would like to arrange a meeting to discuss this project.

Sincerely,

Theodore R. Lozier, P.E., Chief
Division of Soil & Water Resources

TRL:tmg

CC: Alan Brubaker, P.E., P.S., Summit County Engineer
Summit County Emergency Management Agency
Bill Damschroder, Chief Legal Counsel, Ohio Department of Natural Resources
Rodney Tornes, P.E., Program Manager, Dam Safety Engineering Program
Tina Griffin, P.E., Project Manager, Dam Safety Engineering Program

Enclosures

MEMORANDUM OF UNDERSTANDING
SUMMIT COUNTY AND
SPRINGFIELD TOWNSHIP
REGARDING TRITTS MILL DAM

This Memorandum of Understanding is entered into the ____ day of _____, 2012 between the County of Summit (“County”), a body corporate and politic, with its principal place of business at 175 South Main Street, Akron, Ohio and Springfield Township (“Township”) a political subdivision, with its principal place of business located at 2459 Canfield Road, Akron, Ohio, (collectively, the “Parties”) for the purposes of obtaining an engineering study regarding Tritts Mill Dam, which is located in the Tuscarawas River within the Township, East/Upstream of State Route 241 Massillon Road (the “Engineering Study”)

Whereas, the Ohio Department of Natural Resources (“ODNR”) has identified certain structural issues with the Tritts Mill Dam, which has resulted in a Notice of Violation being issued by ODNR to the Township (the “Notice of Violation”); and

Whereas, the Township is the owner of the real property on which the Tritts Mill Dam is located; and

Whereas, the Township and the County entered into an Agreement of Cooperation for Acquisition of a 15.6 Acre Tract of Property (Tritts Mill Conservation Area) on or about June 27, 2007; and

Whereas, a dispute has arisen between the County and the Township regarding the responsibility for the costs to comply with the Notice of Violation; and

Whereas, rather than engage in litigation over the aforementioned dispute, the parties desire to mutually collaborate to obtain an engineering study to determine the scope of work that should be undertaken to comply with the Notice of Violation (the “Engineering Study”); and

Whereas, following receipt of the Engineering Study, the Parties desire to collaborate to apply for available grant funds to undertake the necessary repairs or removal and to resolve any outstanding issues relating to the Notice of Violation;

Now, therefore, the Parties agree as follows:

1. On or before February 17, 2012 the County will select an engineering firm, (the “Engineering Firm”) pursuant to its purchasing procedures, to conduct the study, at a cost not to exceed \$25,000.

2. The scope of the Engineering Study will include:
 - a. Determining if the dam can be restored or if portions can be salvaged;
 - b. Providing an analysis of the impact of dam modification on the adjacent historic site of the mill;
 - c. Determining the sequencing of any proposed modification of the dam to minimize negative downstream impact of sediment transport;
 - d. Determining the historic flow channel elevations of the stream in the immediate vicinity of the dam if possible;
 - e. Determining what portions, if any, of the existing dam may remain;
 - f. Determining feasible options for maintaining a mill pond as well as options for allowing a rapids to remain within the channel downstream of the dam;
 - g. Providing graphic representations of selected alternatives for public comment;
 - h. Attending public meetings to assist the Parties with explanations of the options; and
 - i. Determining the potential for establishing stream restoration and/or wetland credits as a result of the removal of the dam.
 - j. Determining the effect of maintaining the dam in its present condition with consideration of upstream flooding
3. The Engineering Study will be scheduled to be complete on or before June 22, 2012. The Parties will use their best efforts to ensure that the Engineering Firm completes the Engineering Study by June 22, 2012.
4. Upon completion, County will provide a copy of the Engineering Study to Township.
5. The Parties will share equally in the cost of the Engineering Study. The County will be responsible for making all payments directly to the Engineering Firm. Prior to contracting with an Engineering Firm, the County will notify the Township of the anticipated cost of the Engineering Study and the Township will remit to County, within ten (10) days of said notification, one-half of the anticipated costs of the Engineering Study. Upon the conclusion of the Engineering Study, in the event the actual costs exceed or are less than the amount paid by the Township, then the parties will reconcile any such difference within thirty (30) days of the issuance of the final Engineering Study. The cost of the Engineering Study shall not exceed \$25,000 without the further express written consent of the Township.
6. Following receipt of the Engineering Study, the Parties will mutually review the same and determine the appropriate action to be taken to cure the issues identified

in the Notice of Violation. If feasible, the Parties will mutually apply for available and applicable grant funds and will further seek in good faith to resolve any outstanding issues relating to the Notice of Violation

7. The Parties acknowledge that there is a legal dispute over which party bears the ultimate responsibility for the cost to cure the issues identified in the Notice of Violation. This Memorandum does not constitute a waiver by either party of its right to have that dispute resolved in a court of law or otherwise, not of any remedy to which it might be entitled. Further, this agreement does not constitute an admission of liability on the part of either party for the costs related to the cure of the issues identified in the Notice of Violation or any damage that may result therefrom.

In witness whereof, the Parties have executed this Memorandum of Understanding effective as of the date set forth above.

County of Summit

Springfield Township

Russell M. Pry
Executive

Deborah Davis
Trustee

Approved As to Form

R. Bruce Killian
Trustee

Deborah S. Matz
Director, Department of Law, Insurance
And Risk Management

Dean A. Young
Trustee

Approved as to Form

Irving B. Sugerman
Counsel for Springfield Township

COUNTY OF SUMMIT
QUALIFICATION STATEMENT

Date Received: _____

PROFESSIONAL SERVICES

Service: _____

Name of Business Entity: _____

Contact Person: _____

Address: _____ City: _____ State: _____
Zip: _____

Telephone: _____ Fax: _____

Web Page: _____ Email: _____

If Business, Form: _____
(Corporation, Partnership, etc.)

Branches or Additional
Locations, if any: _____

If Partnership,
List all Partners: _____

Length of Time in
Business or Practice: _____

Statements of Services
Available (Include
Areas of Specialization): _____

Description of Service
Facilities (Personnel,
Equipment, Resources): _____

Experience, Education, Skills: _____

If additional information or space is required, submit a typed, concise summary on 8½" x 11" plain bond paper.

DECLARATION OF PERSONAL PRORPETY TAX DELINQURENCY
OHIO REVISED CODE 5719.042

I, _____, hereby affirm that
_____, responding to RFP for Document
Imaging, IS/IS NOT charged at the time of submitting this response with any
Delinquent personal property taxes on the general tax list of personal property of the
County of Summit.

The amount of such due and unpaid delinquent tax and any due and unpaid penalties
and interest is \$ _____

Signature

Title

State of _____

County of _____, ss

Before me, a Notary Public, in and for said County, personally

Appeared _____, authorized signatory for
_____, and acknowledges that he has
signed the foregoing instrument and that same is his/her free act and deed.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my

Office at _____, State of _____

This _____ day of _____ 200

Notary Public

DECLARATION OF REAL PROPERTY TAX DELINQUENCY

I, _____, hereby affirm that _____, firm herein, is / is not (check one) charged at the time of submitting this proposal with any delinquent real property taxes on the general tax list of real property of the County of Summit.

The amount of such due and unpaid delinquent tax and any due and unpaid penalties and interest is \$_____.

Firm Name: _____

By: _____

Title: _____

Date: _____

STATE OF OHIO)
 SS:)
COUNTY OF SUMMIT)

Before me, a Notary Public, in and for said County, personally appeared _____, authorized signatory for _____, and acknowledges that he has read the foregoing subsections and that the information provided therein is true to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____, Ohio, this ____ day of _____, 20__.

(Official Seal)

Notary Public

My commission expires _____, 20__.

- a. myself;
- b. any partner or owner of the partnership or other unincorporated business (if applicable);
- c. any shareholder of the professional association organized under Chapter 1785 of the Ohio Revised Code (if applicable);
- d. any administrator or executor of the estate (if applicable);
- e. any trustee of the trust (if applicable);
- f. any owner of more than 20% of the corporation or business trust (if applicable);
- g. each spouse of any person identified in (a) through (f) of this section;
- h. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (f) of this section;
- i. any political action committee affiliated with the partnership or other unincorporated business, association, estate or trust identified in (a) through (f) of this section.

Signature _____

Title: _____

Sworn to before me and subscribed in my presence this ____ day of _____
 _____, 20__.

Notary Public _____

My Commission Expires: _____

The requirements of Ohio Revised Code Section 3517.13 are only applicable to contributions made **on or after April 4, 2007** (Section 631.05, Amended Substitute Ohio House Bill 119)

AFFIRMATIVE ACTION CERTIFICATION
FOR
EQUAL EMPLOYMENT OPPORTUNITY

_____ (Name of Bidder) understands that, if it is found to be the best suitable bidder hereby agrees that in the hiring of employees for the performance of work under this contract or any sub-contract here under, no contractor or sub-contractor or any person acting on behalf of such contractor shall by reason of race, creed or color, discriminate against any citizens of the State of Ohio in the employment of labor or workers who qualify and who are available to perform the work to which this contract relates.

_____ (Name of Bidder) further agrees that no contractor, subcontractor or any person acting in his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color.

OFFICIAL SIGNATURE

DATE

This certification becomes part of the resultant contract.

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF SUMMIT, SS:

(Authorized Affiant) _____ being first duly SWORN, deposes and says that he is the (Title) _____ or authorized representative of _____ (Company/Corporation) _____ or is the party submitting this proposal; that such proposal is genuine and not collusive or sham; that said Consultant has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Consultant or person, to submit a sham proposal, or refrain from submittal; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other Consultant, to fix any overhead, profit or cost element of said proposal price, or of that of any other Consultant; to secure any advantage against the County of Summit or any person or persons interested in the proposed contract; that all statements contained in said proposal of proposal are true and that, such Consultant has not, directly or indirectly submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any other potential Consultant. Further, Affiant affirms that no county employee has any financial interest in this company or the proposal being submitted.

Signature _____

Title: _____

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public _____

My Commission Expires: _____

STATEMENT OF INDEMNIFICATION

The Consultant hereby agrees that if his or her proposal is accepted, that they will assume all risk of injuries to property or persons, including death resulting there from arising from the performance of the work under this imaging project, or in connection therewith, or appertaining thereto, sustained by the Consultant, the employees of the Consultant, the employees of the county and/or any other person. The Consultant does hereby agree to protect, indemnify, and hold harmless County of Summit and participating jurisdictions and agencies against any and all actions, claims, demand or liabilities for death, personal injuries or property damage arising from the performance of the work under this imaging project by any person as aforesaid for any cause whatsoever, not including, however any act of negligence or omission by County of Summit or its authorized representatives and employees, and any defect in the premises, machinery or equipment of County of Summit. In addition, the Consultant shall pay all expenses, which County of Summit may incur in the investigation and/or defense of any such claim, including counsel fees and court costs.

Name of Company

Representative's Signature & Title

SUBSCRIBED AND DULY SWORN BEFORE ME ACCORDING TO LAW, BY THE

ABOVE NAMED APPLICANT THIS ____ DAY OF _____, 200__ AT

_____, COUNTY OF _____ AND THE STATE OF

_____.

(Official Seal of Notary)

SIGNATURE _____