
PUBLIC ANNOUNCEMENT

WATERLINE AND SANITARY SEWER DESIGN SERVICES FOR 2024 – 2026 REQUEST FOR QUALIFICATIONS

February 6, 2024

The Warren County Board of Commissioners (“County”) will procure the services of multiple engineering firms to complete surveying, basemap, utility easement preparation, and design services for waterline and sanitary sewer projects for the 2024 through 2026 planning period. Consulting firms are invited to submit their qualifications for consideration during our review and selection process. The County will review and rank the qualification submittals and award master service agreements (“MSA”) to the most qualified firms.

During the planning period, as projects are identified and funding becomes available, the County will request a proposal from one or more of the prequalified firms based upon the detailed scope of services for that specific project. Alternatively, the County may negotiate an MSA amendment with a prequalified firm that displays specific background or expertise related to that project. The County and prequalified firms will amend their MSA contracts to perform work during the planning period. Each MSA amendment will include a detailed description of the project including the scope of services broken into tasks and subtask levels, a project budget with hours and costs broken into task and subtasks, and a project schedule identifying the critical path to completion. No work outside of the MSA amendment may be performed without prior written authorization from the County.

In addition to prequalifying firms for the 2024 through 2026 planning period, the County will use submittals to select firms to perform the projects identified in this request. A brief summary of the currently identified projects that will be awarded under this request are included below.

Great Miami River Water Line Crossing (Attachment 1):

- 1,000 feet of 30-inch waterline from the North Well Field across the Great Miami River.
- Construction Completion: 2025
- The anticipated cost of the improvements is \$1.5 million.

Interstate 75 Water Line Crossing (Attachment 2):

- 7,500 feet of transmission water line including Interstate 75 highway crossing.
- Construction completion: October 2025
- The anticipated cost of the improvements is \$6.7 million.

Sand Harbor Water Main Replacement (Attachment 3):

- 2,000 feet of residential water service lines serving 63 customers.
- Construction Completion: 2025
- The anticipated cost of the improvements is \$600,000

REQUIRED SERVICES

The scope of work shall be limited to survey, basemap creation, easement documents, and the preparation of design drawings and specifications with no bidding and limited construction services. The following services to be provided may include, but are not be limited to, the below items.

Task 1 - Survey & Basemap

- a) Obtain and review existing GIS mapping, aerial photography, property ownership data, water distribution information, and sewer system information from the Warren County Water and Sewer Department.
- b) Perform the necessary surveys and field verifications of the proposed area of construction for rights of ways, utilities, elevations, topography, easements and property boundaries for design purposes.
- c) Create water main and/or sanitary sewer design basemap using existing documents and data obtained from field survey.

Task 2 – Design

Construction Drawings – Prepare detailed construction plans and drawings in accordance with design requirements established by the "Rules and Regulations" of the Warren County Water and Sewer Department which shall include, but not be limited to the following:

- a) Identify all existing public utilities within the project area.
- b) Coordinate the alignment and location of the water mains and/or sanitary sewers with the Water and Sewer Department to insure compatibility with County requirements.
- c) Identify property owners by owner and parcel (sidwell) number.
- d) Locate and identify, through field or aerial survey, all structures and surface improvements (culverts, power poles, sidewalks, driveways, mailboxes, yard trees and appurtenances) within the construction limits.
- e) Prior to the completion of construction drawings, the County Engineer, respective municipalities and Roadway Departments must be contacted regarding the location of the proposed improvements, extent of work within the roadway, and the methods of restoration.

Review Meetings – Meetings shall include as a minimum the following:

- a) Predesign meeting with the County before the start of the survey to discuss existing utilities and identify potential alignment.
- b) Review meetings at 50-percent, and 90-percent stages to discuss plans, specifications and other documents.

Opinion of Probable Construction Cost – Prepare and submit engineer's opinion of probable construction cost based on approved plans.

Permits - Prepare and provide to the County detailed plans, completed data sheets, and permit application forms for the County's submittal to the Ohio Environmental Protection

Agency for the Permit to Install. Make all changes for alterations necessary to obtain Ohio EPA's permits and approvals. All other permit applications to be completed by Warren County.

Task 3 - Bidding Services - (Not to be performed)

Task 4 – Construction Services- Prepare and provide one set of reproducible mylar record drawings showing those changes made during the construction process, based on the marked up prints, drawings, field survey, and other data furnished by the County Inspector and the contractor.

Task 5 - Easements - Prepare legal descriptions metes and bounds and supporting sketches/maps/ drawings for temporary and permanent easements required for the construction of the proposed water mains:

- a) Easements shall be initially located in areas which results in the least damage and disruption to the property.
- b) Modify the legal descriptions metes and bounds and supporting sketches/maps/drawings for each property as required by the County in the negotiation of the easements.
- c) Prepared on 8-1/2" x 11" drawings.

REQUIRED QUALIFICATIONS

Any company providing, or offering to provide, engineering or surveying services for the Warren County Water & Sewer Department must have a Certificate of Authorization from the State of Ohio Board of Registration for Professional Engineers and Surveyors. The legal requirements for registration are specified in Ohio Revised Code Section 4733.16 and Ohio Administrative Code Section 4733-39.

Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or Professional Liability Insurance and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate, with no interruption of coverage during the entire term of the Agreement.

Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of the Agreement.

SUBMITTAL INSTRUCTIONS

1. **Receipt of Submittals:** Submittals shall be received by the Warren County Water and Sewer Department until 4:00 pm, Thursday, March 21, 2024. To be considered, four printed copies of qualifications, one electronic copy of the qualifications on a thumb drive, and all separately sealed proposals for specific projects shall be compiled into one sealed package and delivered to the Warren County Water and Sewer Department, 406 Justice Drive, Lebanon, Ohio 45036, and shall be clearly marked:

**Waterline and Sanitary Sewer Design Services for 2024-2026
Thursday, March 21, 2024 @ 4:00 PM.**

Submittals shall be limited to fifteen (15) pages in length, excluding appendices, resumes, company brochures, and the like. Any submittal may be withdrawn prior to the above

scheduled submittal time or authorized postponement thereof. Any submittal received after the time and date specified shall not be considered.

- 2. Addenda and Interpretations:** Questions regarding the information contained in this Request for Qualifications shall be submitted in writing and emailed to:

Kathryn.Gilbert@co.warren.oh.us
(513) 695-1645

and to be given consideration must be received by 4:30 pm on Thursday, March 14, 2024. All such interpretations and any supplemental instructions will be in the form of written addenda to the Request for Qualifications, which if issued, will be posted on the Warren County Commissioner’s website, no later than three days prior to the submittal date.

- 3. Request for Additional Information:** The County may make such investigations as they deem necessary to determine the ability of the submitting firm to perform the work, and all submitting firms shall furnish to the County all necessary information and data for the purpose as the County may request.
- 4. Discussions for Clarification Purposes:** Warren County may conduct discussions with firms who submit for the purpose of clarifications or corrections regarding a submittal to ensure full understanding of, and responsiveness to, the requirements specified in the request for qualifications.
- 5. Project Schedule:** The following is the anticipated schedule for the evaluation of qualifications and contract execution. The schedule is based on best available data and failure to meet any of the dates contained herein shall not affect the selection process.

County Issues Request for Qualifications	February 6, 2024
Qualifications Due to County	March 21, 2024
Select & Award Engineering Consultants	May 7, 2024
Negotiate Consultant Contracts	June 2024

6. Selection Process:

- a. The submittals will be evaluated by a Committee appointed by the County of Commissioners which will:
- 1) determine whether each submittal is responsive to the requirements of this request for qualifications and the criteria described below.
 - 2) evaluate and select no fewer than the top four submittals (as request by the County Commissioners at the time the Committee is appointed) based on the selection criteria which shall include the firm and individual qualifications, proximity to Warren County, capacity to perform work, and past performance with Warren County. The evaluation form used by the committee during the review process “Review Sheet” is included at the end of this request. In the event three qualified firms or less deliver a submittal, then the Committee shall still evaluate such firms based on the selection criteria stated herein.

- 3) the Committee's written evaluations may be presented to the County Commissioners upon their request.
 - b. The Committee may hold interview or discussions with any or all of the selected firms to further explore the firms' statement of qualifications, the scope and nature of the services the firms would provide, and the various technical approaches the firms may take toward various projects. Within a reasonable period of time after any and all discussions are complete, the Committee shall collectively rank the firms in the order they determine to be the most qualified to perform the professional survey and design services. The Committee shall present a resolution to the County Commissioners requesting authorization for the Water and Sewer Department to enter into a master service agreement with the most qualified firms as determined by the Committee and confirmed by the Commissioners. The Water and Sewer Department will enter into master service agreements with up to four (4) firms to complete survey, basemap and design services on an as-needed basis.
 - c. The Water and Sewer Department shall thereafter begin negotiations of master services agreements with the top ranked firms to perform future services at compensation labor rates determined to be fair and reasonable to the County Commissioners. If a satisfactory MSA cannot be entered into in a reasonable time, the County Commissioners, in its sole discretion, may terminate negotiations.
 - d. Warren County reserves the right to reject any and all submittals.
7. **Public Records Request of Qualifications:** In order to ensure fair and impartial evaluation, qualification submittals and any related documents of other records that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of all contracts. By submitting a Statement of Qualifications the firms acknowledge that their submittal will become public record.
 8. **Withdraw of Submittal:** Any firm may withdraw their submittal at any time prior to the selection of engineering firms. The County may terminate negotiations with any firm at any time during the negotiation process if the company fails to provide the necessary information in a timely manner or fails to negotiate in good faith. If the County terminates negotiations with a firm, the County shall negotiate with the company whose submittal is ranked the next most qualified to the County according to the selection criteria and direction from County Commissioners.
 9. **Sample Agreement:** A copy of a sample agreement is included as Attachment 4.
 10. **Separate Sealed Proposals for Initial Projects:** The first projects that will be released for design work under the master service agreements are described on Page 1. Consultants should submit proposals for each of the three projects in separate sealed envelopes that will be opened and reviewed after the master service agreements are executed. The proposals should include a description of the team's approach to the project, scope of work, schedule, and the cost to complete the project. The sealed proposals shall be limited to four (4) pages in length for each project. The proposals will not be used for evaluating the firms during the selection process for the Master Service Agreement and will remain sealed until after the selection process is completed.

SUBMISSION

The firm's submission shall be in sufficient detail to provide Warren County with the following information:

1. Firm and Individual Qualifications.
 - A. Firms Background – Provide description of firm and years of operation.
 - B. Project Team – Provide a description of the project team organization including an organization chart, if there will be a different project team for each project this must be indicated in the submission.
 - C. Project Team Qualifications - Provide qualifications and experience of key project team personnel.
 - D. Firm Qualifications - provide descriptions of a minimum of ten similar projects completed within the last ten years. Indicate status of the projects (completed or ongoing), client references, and involvement of proposed project team staff.
 - E. Warren County Experience – provide description of past and current projects performed for the County.
2. Geographic Information.
 - A. Number and location of offices in or near Ohio.
 - B. Location of office where this project will be performed.
3. Capacity to perform the work.
 - A. Size and availability of staff.
 - B. Projects in progress.
4. Insurance
 - A. Documentation of firm's Professional Liability Insurance Policy.

**Submittal Review
Master Service Agreement**

Name of Design Firm _____

Criteria	Rating*		Weight		Rating
1. Firm & Individual Qualifications Firm's background and experience on similar projects		X	4	=	
2. Proximity to Project Site		X	1	=	
3. Capacity to Perform Work Firm's equipment and & facilities		X	2	=	
4. Past Performance with Warren County		X	2	=	
5. Errors & Omissions Insurance Experience		X	1	=	
Total Rating =					

Rating Scale for all but Criteria 4:

- 1 Poor
- 10 Excellent

Rating Scale for Criteria 4:

- 1 Poor
- 8 No Previous work with Water & Sewer Department
- 10 Excellent

**Proposal Review
Individual Projects**

Name of Design Firm _____

Project _____

Criteria	Rating*		Weight		Rating
1. Project Understanding, Approach & Scope of Work		X	5	=	
2. Schedules & Deadlines		X	2	=	
3. Cost		X	3	=	
Total Rating =					

Criteria Rating Scale:

- 1 Poor
- 10 Excellent

ATTACHMENT 1

GREAT MIAMI RIVER WATER LINE CROSSING

SCOPE: 1,000 feet of 30-inch River Crossing Pipe

PURPOSE: Backup river crossing for improved reliability and redundancy

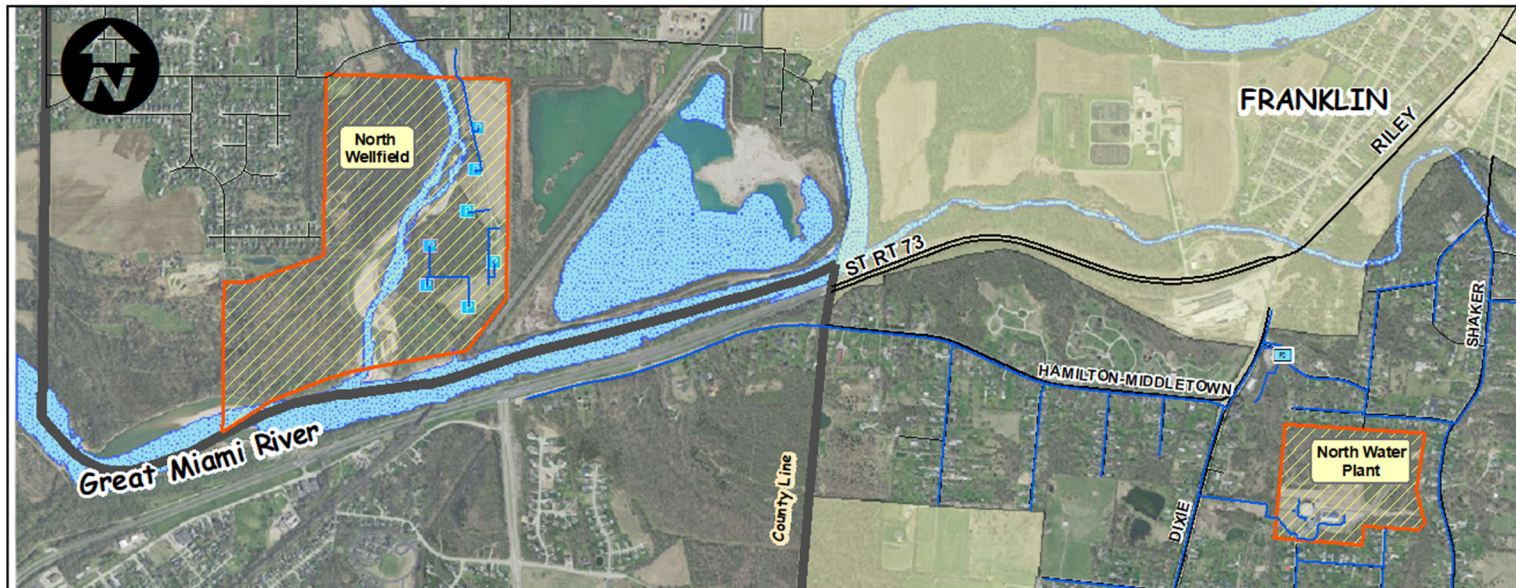
BENEFIT: Avoid massive outage to 16,000 customers due to mainbreak in the Great Miami River.

PRIORITY: High

BUDGET: \$1.5 Million

SCHEDULE: 2024 Design
2025 Construction

METHOD: Design-Bid-Build



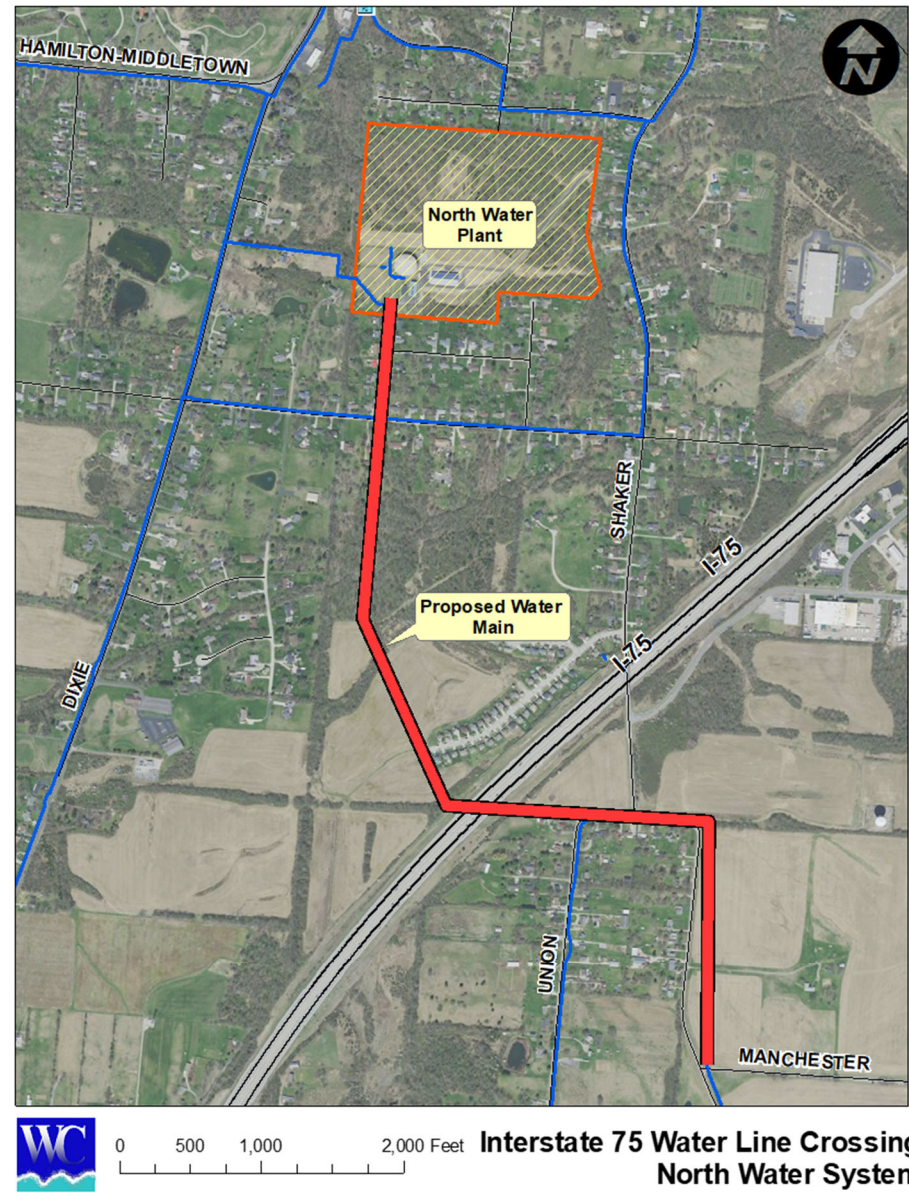
0 0.25 0.5 1 Miles

**Great Miami River Water Line Crossing
North Wellfield**

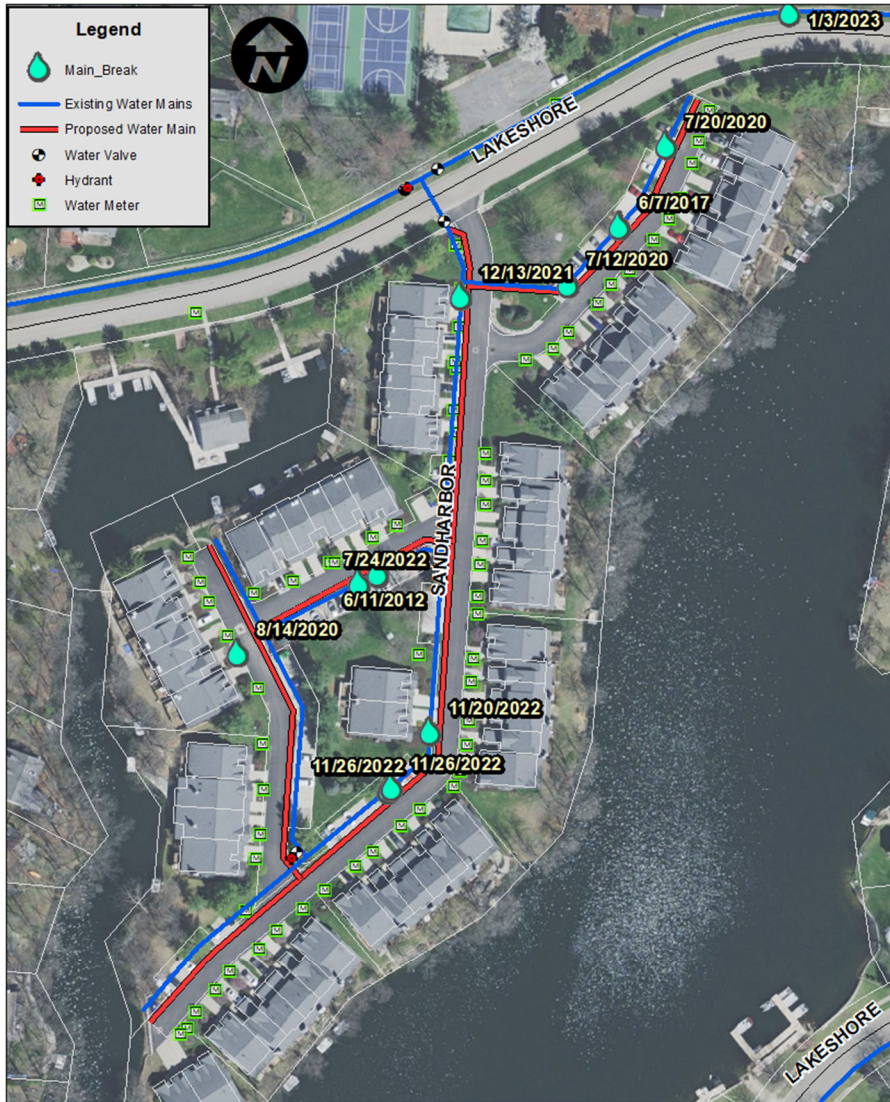
ATTACHMENT 2

RISK REDUCTION PROJECT INTERSTATE 75

- SCOPE:** 7,500 feet of transmission water line including Interstate 75 highway crossing
- PURPOSE:** Increased capacity and improved reliability
- BENEFIT:** Avoid massive customer outage to 16,000 customers for mainbreak under highway.
- PRIORITY:** High
- BUDGET:** \$6.7 Million
- SCHEDULE:** 2024 Design
Nov. 2025 Start-Up
- METHOD:** Design-Bid-Build



ATTACHMENT 3



0 50 100 200 Feet

**Sand Harbor Water Line Replacement
Sunrise Landing, Hamilton Twp**

WATER MAIN REPLACEMENT Sand Harbor

SCOPE: 2,000 feet of residential water service line serving 63 customers.

PURPOSE: Replace failed waterline in a 1980 era subdivision

BENEFIT: Eliminate a failing system that has had 10 failures in the past three years.

PRIORITY: Urgent

BUDGET: \$600,000

SCHEDULE: 2024 Design
Replacement: 2025

METHOD: Design-Bid-Build

ATTACHMENT 4

SAMPLE MASTER AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES

MASTER AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement is made and entered into on the date last signed below (“Effective Date”), by and between the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS, 406 Justice Drive, Lebanon, Ohio 45036 (hereinafter called the “County” and **CONSULTANT NAME AND ADDRESS HERE** (hereinafter called the “Consultant”).

WHEREAS, the County has a need from time to time for engineering and survey services; and

WHEREAS, the County issued a Request for Qualifications to solicit Statements of Qualifications (SOQs) from interested consultants willing to provide professional engineering and survey services on an as-needed basis to the County; and

WHEREAS, the Consultant has submitted a SOQ in response to the aforementioned solicitation and has been determined by the County to be a skilled, competent, and experienced professional firm having the necessary personnel, equipment and other resources to perform the required services; and

WHEREAS, the Consultant was selected for this project in accordance with applicable state procurement regulations (Ohio Revised Code §§ 153.66 through 153.69), which consisted of a public announcement for qualifications/proposals and interviews; and

WHEREAS, the County intends for this Agreement to be a Work Order contract providing for the issuance and assignment of orders for the performance of work during the term of this Agreement;

NOW THEREFORE, the County and the Consultant, for the consideration hereinafter set forth, agree that the Consultant will provide the following services herein described.

1. TERM

- A. Term. The initial term (“Term”) of this Agreement shall commence on the Effective Date and unless sooner terminated as herein provided, shall expire on Date Here (“Expiration Date”).

Consultant shall not commence “Work” (being the work authorized under an executed Work Order, as further defined below) until the date of execution by the County of a Work Order authorizing such Work. All work shall be completed in accordance with the Work Order. If the completion date of any Work Order extends past the Agreement termination, then both the County and the Consultant agree that any and all terms and provisions for the Agreement shall be in effect for the duration of the Work Order. No new Work Orders shall be issued following the Expiration Date.

Term extensions may not be presumed with the assignment of Work or performance of any Work Order that extends beyond the initial term of this Agreement. No new or amended Work Order can be assigned after this Agreement terminates.

- B. Early Termination. Notwithstanding the Expiration Date specified above, the County may terminate this Agreement, for any reason or no reason, by giving Consultant no less than thirty (30) days prior written notice thereof. Upon termination of this Agreement, Consultant shall promptly deliver to the County all finished and unfinished Work Product, as defined below. Upon termination of this Agreement pursuant to this section, the County

shall compensate Consultant for all work satisfactorily completed through the effective date of the termination.

2. SERVICES

- A. Scope of Services (General). A list of the general types of engineering and/or survey services that Consultant is willing and approved to provide to the County under this Agreement is attached hereto as Exhibit A (Scope of Services). The parties acknowledge that, through the Term, the County may ask Consultant to provide some, all, or none of the services described on Exhibit A (Scope of Services). Consultant acknowledges and agrees that the County shall have no obligation to assign any work to Consultant under this agreement.
- B. Assignment of Specific Project; Notice to Proceed. From time to time on an as-needed basis, the County may provide an opportunity for Consultant to be awarded work under this Agreement for specific projects (for each, a "**Project**"). If the Consultant is selected for an opportunity to be awarded the work for the Project: (i) the County shall send to the Consultant a scope of work for the Project (the "**Work**"); (ii) Consultant shall prepare and send to the County a proposed budget for the work, based on anticipated hours and rates, which shall specify a "not to exceed" dollar amount; (iii) if and when the County selects the Consultant for the Work and the budget mutually approved by the parties (as so approved, the "**Budget**"), the County shall execute a Work Order Contract Amendment, and (iv) the County shall issue a Notice to Proceed, instructing the Consultant to proceed with the Work.
- C. Standards. Consultant shall perform all Work in a satisfactory, timely, and professional manner determined by the County and by qualified staff in accordance with applicable and accepted professional industry standards.

3. COMPENSATION

- A. Compensation
 - i. County agrees to pay the Consultant for any services performed under this Agreement upon Written Notice to Proceed. Compensation for labor costs shall be based upon direct employee labor costs times a fixed labor multiplier of _____. The fixed labor multiplier represents the total direct employee labor costs, overhead, and consultant profits set at 10% to be paid for these services. Upon request by the County, a detailed breakdown of costs included in the computation of this overhead rate will be submitted. Non-salary direct project expenses, such as mileage, traveling costs, copies, subconsultant costs, etc. are not subject to the above described multiplier.
 - ii. In addition to labor costs, the County will reimburse the Consultant for the non-salary direct project expenses applicable for the project. Reimbursable direct project expenses shall be defined as the nonlabor cost of in-office and out-of-office expenses which are directly allocable to the services performed under this Agreement. Direct project reimbursable expenses may include vehicle rental or mileage, meals, lodging, transportation expenses, printing, reproduction, and services performed by subconsultants. Computer software, hardware expenses, computer usage, postage, and long distance phone costs shall not be reimbursable expenses under this contract.

iii. Reimbursable Expenses Schedule

Local Mileage Reimbursement	Current Federal Reimbursement Rate
Subcontract Services	Cost + 10%

- B. Method of Payment. During each Project, Consultant shall request payment for completed work by submitting an invoice for that work to the County project manager. In requesting payment for a particular service, Consultant shall reference the specific line item in the Budget. Consultant shall provide the County with copies of invoices and such other supporting documentation and information as the County may reasonably request to substantiate Consultant's request for payment. Payment of compensation shall be made to the Consultant within thirty (30) days after receipt of an invoice from the Consultant.

4. COMPLIANCE WITH APPLICABLE LAWS

- A. Consultant shall obtain and maintain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances, and other government requirements applicable to each Project.

5. INSURANCE

- A. Prior to the commencement of any work, Consultant shall obtain and maintain in force at its sole cost and expense, Comprehensive General or professional liability and Automobile Liability Insurance (covering use of owned, non-owned, or hired vehicles) providing single limit coverage of One Million Dollars (\$1,000,000), with no interruption of coverage during the entire term of this Agreement. Consultant further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this Agreement is terminated, Consultant shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Agreement. Consultant shall provide County with a certificate of insurance evidencing such coverage, and shall provide thirty (30) days notice of cancellation or non-renewal to County. Such liability insurance policies shall contain provisions insuring the contractual liability assumed hereunder, naming the County as an additional insured with respect to the work under this Agreement and providing that such insurance is primary to any liability insurance carried by the County.
- B. Consultant shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide County with certificates of insurance evidencing such coverage simultaneous with the execution of this Agreement.

6. INDEMNIFICATION

- A. Consultant shall defend, indemnify, protect, and save County harmless from any and all kinds of loss, claims, expenses, causes of action, costs and reasonable attorney's fees, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by Consultant, its agents, employees, licensees, contractors, subcontractors; (b) the failure of Consultant, its agents, employees, licensees, contractors, or subcontractors, to observe the

applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of Consultant, its agents, employees, licensees, contracts, or subcontractors that result in injury to persons or damage to property.

7. TERMINATION

- A. This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- B. County may terminate or suspend performance of this Agreement in part or in its entirety for County's convenience upon written notice to the Consultant. Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the County. If termination or suspension is for County's convenience, County shall pay Consultant for all services performed to date of termination.

8. DOCUMENTS AND CONTRACT DOCUMENTS

- A. County alone shall own the Consultant's project related documents, construction drawings, survey results, and work product (hereinafter Project Documents). County shall have every right, title, and interest in such Project Documents from the moment of creation, as related to this project. Consultant shall submit all Project Documents to County by electronic files.
- B. Consultant grants to County an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use the Consultant's Project Documents including standard details and specifications for all project related purposes, such as but not limited to owning, financing, constructing, testing, commissioning, decommissioning, using, operating, maintaining, repairing, modifying, selling, obtaining insurance for, and obtaining permits for the project before, during, and after termination or completion of this Agreement.
- C. Consultant may retain any copies of the Project Documents for information, reference, and the performance of project related professional services. Consultant shall have a non-exclusive, royalty free license to copy, reproduce, distribute, and otherwise use the Project Documents in relation to the performance of the project related professional services, including any Additional Services.

9. STANDARDS AND PRINCIPLES

- A. Consultant shall comply with the County's standards, principles, and comply with accepted professional standards and principles.

10. POLICY OF NON-DISCRIMINATION

- A. Consultant and its staff shall act in a non-discriminatory manner both as an employer and as a service provider and will not discriminate with regard to race, color, national origin, religion, age, sex, or handicap.

11. PARTIES AND RELATIONSHIP OF PARTIES

- A. Whenever the terms County and Consultant are used herein, these terms shall include without exception the employees, agents, successors, assigns, and or authorized representatives of County and Consultant.
- B. The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Agreement. The parties expressly acknowledge and agree that with respected to any payments made to Consultant hereunder that Warren County will issue a form 1099-MISC to Consultant and Consultant will be solely responsible for her own income tax obligations including but not limited to being subject to Self-employment Tax, and Warren County shall not: (i) withhold or pay FICA (Social Security & Medicare) or other federal, state or local income or other taxes or charges for Consultant; (ii) withhold or pay to the Ohio Public Employment Retirement System; (iii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. Consultant also acknowledges that as an independent contractor, Consultant will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by Warren County for its employees including but not limited to: (i) accrued sick, vacation, personal day or holiday leave; or, (ii) health, life, dental, or vision insurance.

12. GOVERNING LAW AND VENUE

- A. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to contracts executed and partially or fully performed in the State of Ohio. Consultant and County stipulate that the venue for any disputes hereunder shall be the Warren County Court of Common Pleas.

13. ENTIRE AGREEMENT

- A. This Agreement contains the entire Agreement between Consultant and County with respect to the subject matter thereof, and supersedes all prior written or oral agreements between the parties. No representations, promises, understandings, or agreements, or otherwise, not herein contained shall be of any force or effect.

14. MODIFICATION OR AMENDMENT

- A. No modifications or amendment of any provisions of this Agreement shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

15. CONSTRUCTION

- A. Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to any other section of this Agreement.

16. WAIVER

- A. No waiver by either party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be, or construed as a further or continuing waiver of any such breach or as a waiver of any breach of any provision of this Agreement. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner effect such party's right to enforce the same at a later time.

17. ASSIGNMENT

- A. Neither party shall assign, delegate or transfer any of its rights or any of its duties under this Agreement without written consent of each other. 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. Nothing in this provision, however, will prevent Consultant from employing such independent professional consultants, associates and subcontractors as it may deem appropriate to assist in the performance of services hereinunder.

18. NOTICES

- A. All notices required to be given herein shall be in writing and shall be sent to the following addresses:

TO: Warren County Commissioners Office
Attn. County Administrator
406 Justice Drive
Lebanon, Ohio 45036
(513) 695-1250

TO: Consultant Name HERE
Attn.
Address
City, State, Zip
Phone Number

19. AUTHORITY AND EXECUTION

CONSULTANT:

IN EXECUTION WHEREOF, CONSULTANT'S NAME HERE, has caused this agreement to be executed by NAME AND TITLE HERE, on the date stated below, pursuant to a corporate resolution, a copy of which is attached hereto.

CONSULTANT'S NAME

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

County:

In execution whereof, the WARREN COUNTY BOARD OF COUNTY COMMISSIONERS has caused this agreement to be executed by _____, its _____, on the date stated below, pursuant to Resolution No. _____, dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Approved as to form:
DAVID P. FORNSHELL
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO

By: _____
Assistant Prosecutor