Deerfield Regional Storm Water District

4900 Parkway Drive, Suite 150 Deerfield Township, Ohio 45040 (513) 770-2387

March 26, 2023

Deerfield Regional Storm Water District intends to contract for engineering services specifically to evaluate the District's storm water facilities and infrastructure, in Loveland Park, and make recommendations, including the possible repair, correction, or redesign of existing storm water facilities. Engineering firms interested in being considered for a contract to provide the required services should reply with a statement of qualifications **no later than 4:00 pm on April 13**, **2023**. Statements received after this deadline will not be considered.

Statements of qualifications should include information regarding the firm's history; education and experience of owners and key technical personnel; the technical expertise of the firm's current staff with respect to evaluating, repairing, correcting, and redesigning storm water facilities; the firm's expertise in performing engineering studies, design, construction, administration and construction observation; the firm's experience in serving as an expert witness in litigation; availability of staff; the firm's equipment and facilities; references; and any previous work performed for the Deerfield Regional Storm Water District.

One copy of your statement of qualifications should be transmitted in electronic PDF format to: Jeff Thomas, Storm Water Manager, at jthomas@deerfieldtwp.com.

As required by Ohio Revised Code §153.65-.71, responding firms will be evaluated and ranked in order of their qualifications. Interested firms may request a copy of the evaluation criteria by emailing Jeff Thomas at jthomas@deerfieldtwp.com. Following the evaluation, the Deerfield Regional Storm Water District will enter into contract negotiations with the most highly qualified firm.

The preliminary project description is as follows:

NAME OF PROJECT: Evaluation, and possible repair, correction, and redesign of the storm water facilities in Loveland Park.

LOCATION: Loveland Park, Deerfield Township, Warren County, Ohio

DESCRIPTION: Evaluation, correction, and potential repair or redesigning of the storm water facilities.

SOURCE OF FUNDING: District funding

PROJECT SCHEDULE:

ANTICIPATED DATES FOR DESIGN STARTUP/COMPLETION: June 15, 2023 / January 15, 2024

SPECIAL REQUIREMENTS OR RESTRICTIONS: Expertise with storm water systems is critical. Proximity to the Deerfield Regional Storm Water District is preferred. 3-26,4-2/2023



Deerfield Regional Storm Water District

4900 Parkway Drive, Suite 150 Mason, Ohio 45040 Tel: 513-701-6958 Jeff Macomber
President
Wess Kroll
Vice President
Michael Collins
Secretary / Treasurer

2022-35 Loveland Park Infrastructure Planning - RFQ Ranking Criteria (Maximum 80 Total Points)

Max. 20 Points	Experience in planning, designing and inspecting storm water management and drinking water systems and overseeing the construction of storm water capital projects in a cost-effective manner.
Max. 15 Points	Experience in identifying and mapping comprehensive storm water systems and drinking water systems using all appropriate engineering and analysis techniques, including but not limited to GIS mapping, field surveys and analysis, global positioning technologies, civil engineering, etc.
Max. 15 Points	Experience in modeling storm water and drinking water systems using all appropriate engineering and analysis techniques.
Max. 5 Points	Knowledge of and work experience relating to EPA Phase II requirements, permitting, storm water management plans, drinking water plans, and other EPA rules and regulations, and assisting local governments with addressing such regulatory mandates.
Max. 5 Points	Experience in researching, applying for, coordinating and successfully securing storm water project financing loans and grants from the various sources of funding for such projects.
Max 5 Points	Ability of assigned staff to attend day or evening meetings, as needed.
Max 15 Points	Previous satisfactory work experience with the District, or other regional Ohio

Revised Code Chapter 6119 districts.

Deerfield Regional Storm Water District

2022-35 Loveland Park Infrastructure Planning

4900 Parkway Drive, Suite 150 Mason, Ohio 45040 Tel: 513-701-6958 jthomas@deerfieldtwp.com Wess Kroll
President
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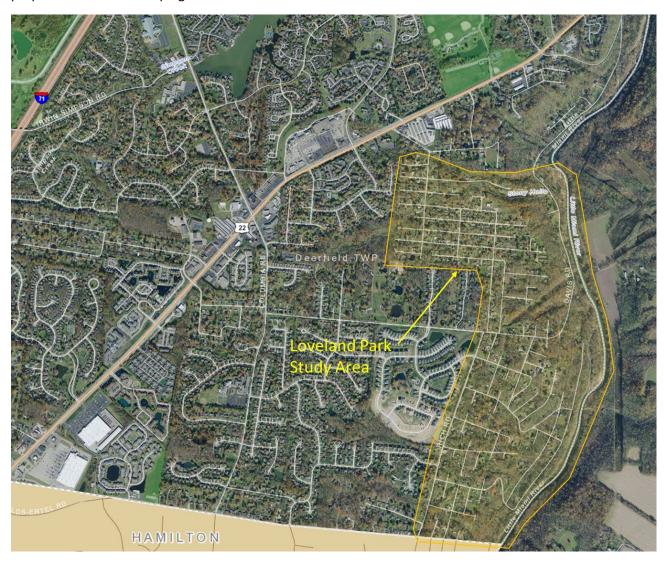
DEERFIELD REGIONAL STORM WATER DISTRICT 2022-35 LOVELAND PARK INFRASTRUCTURE PLANNING

PAGE	TABLE OF CONTENTS
1	REQUEST FOR QUALIFICATIONS - PUBLISHED 3/26, 4/2/2023
2	RANKING CRITERIA FOR RFQ
5-8	REQUEST FOR PROPOSALS
APPENDIX 1	WARREN COUNTY WATER & SEWER – EXISTING INFRASTRUCTURE
	AND WATER MAIN BREAK LOCATIONS
APPENDIX 2	LOCATION OF KNOWN OR REPORTED DRAINAGE OR FLOODING
	ISSUES
APPENDIX 3	DEERFIELD REGIONAL STORM WATER DISTRICT – STANDARD
	ENGINEERING AGREEMENT

Request for Proposals Loveland Park Infrastructure Planning Deerfield Regional Storm Water District March 2023

Background

The Deerfield Regional Storm Water District is leading a project in collaboration with Warren County Water & Sewer to evaluate and plan for infrastructure upgrades to the Loveland Park area, which is located within Deerfield Township. Loveland Park includes the northern area with "flower street" names generally north of Davis Road and between US 22 and the Little Miami River, and the southern area with "tree street" names in the area generally south of Davis Road between Rich Road and the Little Miami River. The Loveland Park area is comprised of numerous smaller parcels with primarily residential properties located on sloping terrain.



Stormwater drainage generally flows from west to east with significant elevation drop heading towards the Little Miami River. Upstream development along the US 22 corridor and other residential subdivisions have increased imperviousness in the drainage basin. Limited stormwater infrastructure and detention facilities are currently installed, although some assets do exist. Heavier rains have caused yard and street flooding with several instances of structural flooding within Loveland Park. Drainage improvements are desired to improve the level of service either by redirecting current flow, detaining stormwater to reduce peak flows, or a combination of improvements to increase the overall level of service.

The roadway systems include primarily narrow asphalt surfaces with a mix of public and private streets. Several roads have significant grade change with switchback curves to help accommodate the terrain. No concrete curb and gutter exists on these roads and pavement edge cracking is apparent that suggests water intrusion into the sub-base.

The water mains in this area have experienced a significant number of breaks that disrupt water service and require frequent repairs (see Appendix 1). Loveland Park has one of the highest frequencies of water main breaks within Warren County's service area. Much of the water distribution system is a mix of smaller diameter piping (2") and mix of materials that serve customer demands and distributed fire hydrants to provide fire protection to the area. Warren County Water and Sewer Department is interested in upgrading the water mains to reduce the frequency of main breaks while continuing service to customers. New water mains and associated appurtenances are desired and no significant increase in demand or fire flows are anticipated in the future.

The northern area of Loveland Park has public sanitary sewers for the developed properties and currently functions as intended. The southern area of Loveland Park does not have public sewers and relies on privately owned home sewage treatment systems for the individual properties. New public sanitary sewers to replace these systems are not anticipated as part of this project.

Scope of Services

The selected consultant is requested to provide the following services, listed by task. The Consultant will work collaboratively with staff from Warren County Water and Sewer, Deerfield Township, and Deerfield Regional Storm Water District to develop a comprehensive planning effort that can be used to guide future design and construction efforts.

Task 1 – Evaluate Stormwater Drainage

Provide hydraulic analysis of the watershed including water level predictions within drainage swales and detention basins using computer model simulations. Overland flow depths within swales and yards should be simulated using either shallow ditch conduits or 2D modeling techniques such that areas with standing water following storm events can be located and characterized. Deerfield Township will provide GIS layers for existing stormwater drainage assets and known locations of previous drainage complaints (see Appendix 2). Incorporate detention volume from available information in construction drawings, previously developed stormwater management reports, or other bathymetry data. LiDAR data from the State of Ohio may be used for surface topography and drainage basin delineations.

Simulate drainage from a range of synthetic rainfall events, including the 1-year, 5-year, 10-year, and 25-year recurrence events. Provide modeled predictions of flow, maximum depth, and maximum velocity at key locations within the drainage area for each design storm. Identify infrastructure that does not

meet current Warren County drainage standards, areas that do not have adequate drainage, and areas where water from existing public improvements is conveyed directly to private property causing unreasonable flooding. Evaluate options to alleviate structural and surface flooding using either additional detention, new or modified conveyance improvements, or combination of improvements to provide a more desirable level of service. Planned improvements could include curb and gutter on roadways with new inlets and storm sewers, drainage swales, in-line detention, or other infrastructure to either convey stormwater or provide additional stormwater detention volume.

Task 2 – Evaluate Water Main Improvements

Evaluate water main replacements to replace aging infrastructure. New water main infrastructure should conform to Warren County's current standards with ductile iron piping, copper water service laterals, valves, fire hydrants, and trench installation. Identify corridors and phasing for new water mains and appurtenances that can maintain service to customers.

Consider fire protection for properties to have adequate access to fire hydrants and the larger diameter water mains in the area. No hydraulic modeling of the water distribution system is anticipated.

Task 3 - Infrastructure Evaluation Report

Summarize evaluation of stormwater drainage evaluation and water main replacements in a draft report. Provide results including modeling approach, key assumptions, mapping of problem areas, locations of improvements, opinion of probable cost, and other key information. Respond to review comments and feedback prior to finalizing the report. This report and recommendations will be used to guide capital projects for subsequent design and construction.

Task 4 – Presentation

Deliver a 10-15 minute in-person presentation at a public DRSWD board meeting along with discussion of the evaluation and recommendations with the board members. The board meets the second Tuesday of every month at 6:00 pm EST.

Anticipated Schedule

The following schedule is anticipated for the proposal phase and delivery of this scope of services.

Issue Request for Qualifications March 2023
Receive RFQs April 2023
Select Consultant / Notice to Proceed May 2023

Submit Report November 2023
Presentation to Board January 2024

Proposal Format

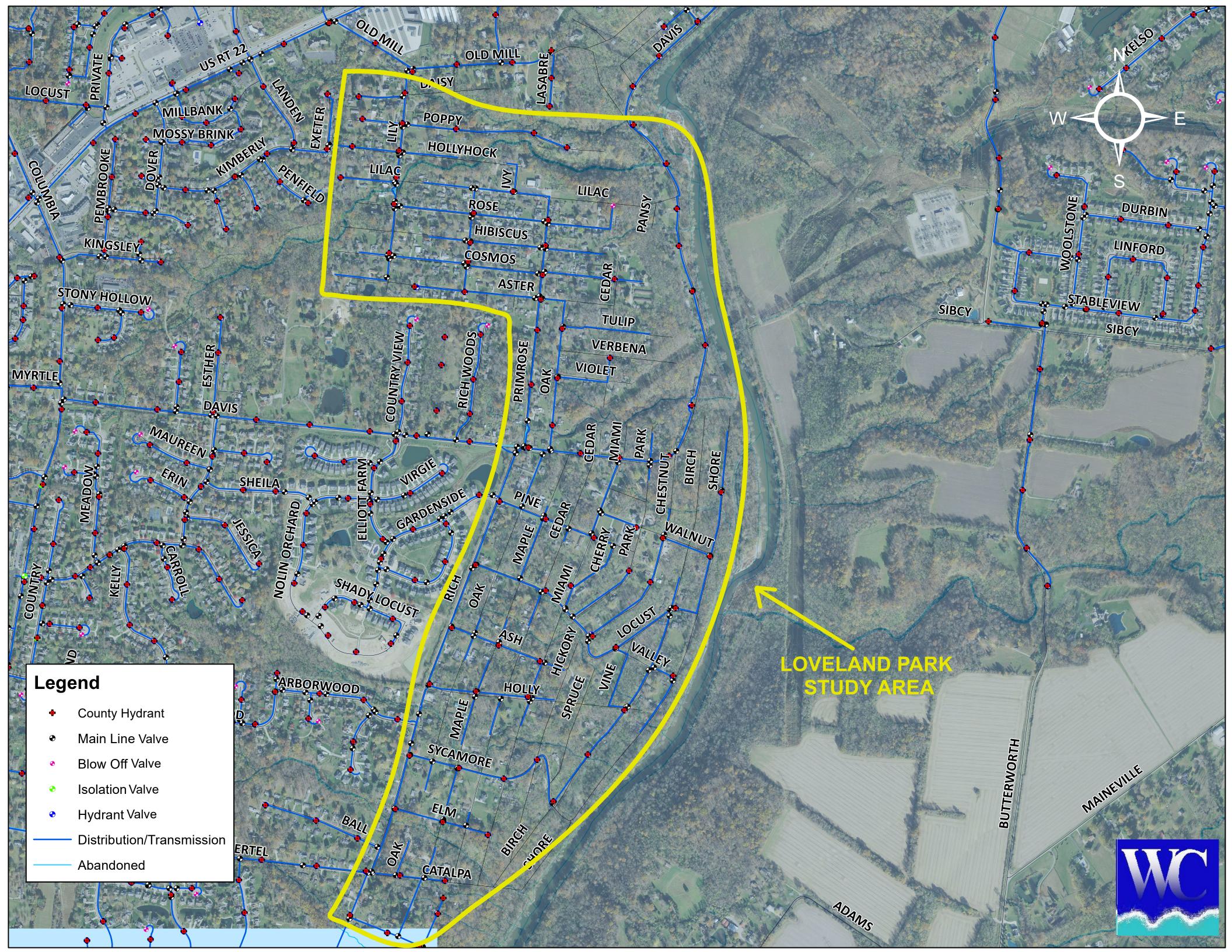
Succinctly address your firm's approach to provide this scope of services, including any clarifications or recommendations to meet the project goals. Proposals shall be delivered in electronic format (PDF) to Jeff Thomas at jthomas@deerfieldtwp.com, no later than 4:00 p.m. local time, April 13th, 2023. Mr. Thomas will also be able to answer any questions that may arise in preparing the proposal.

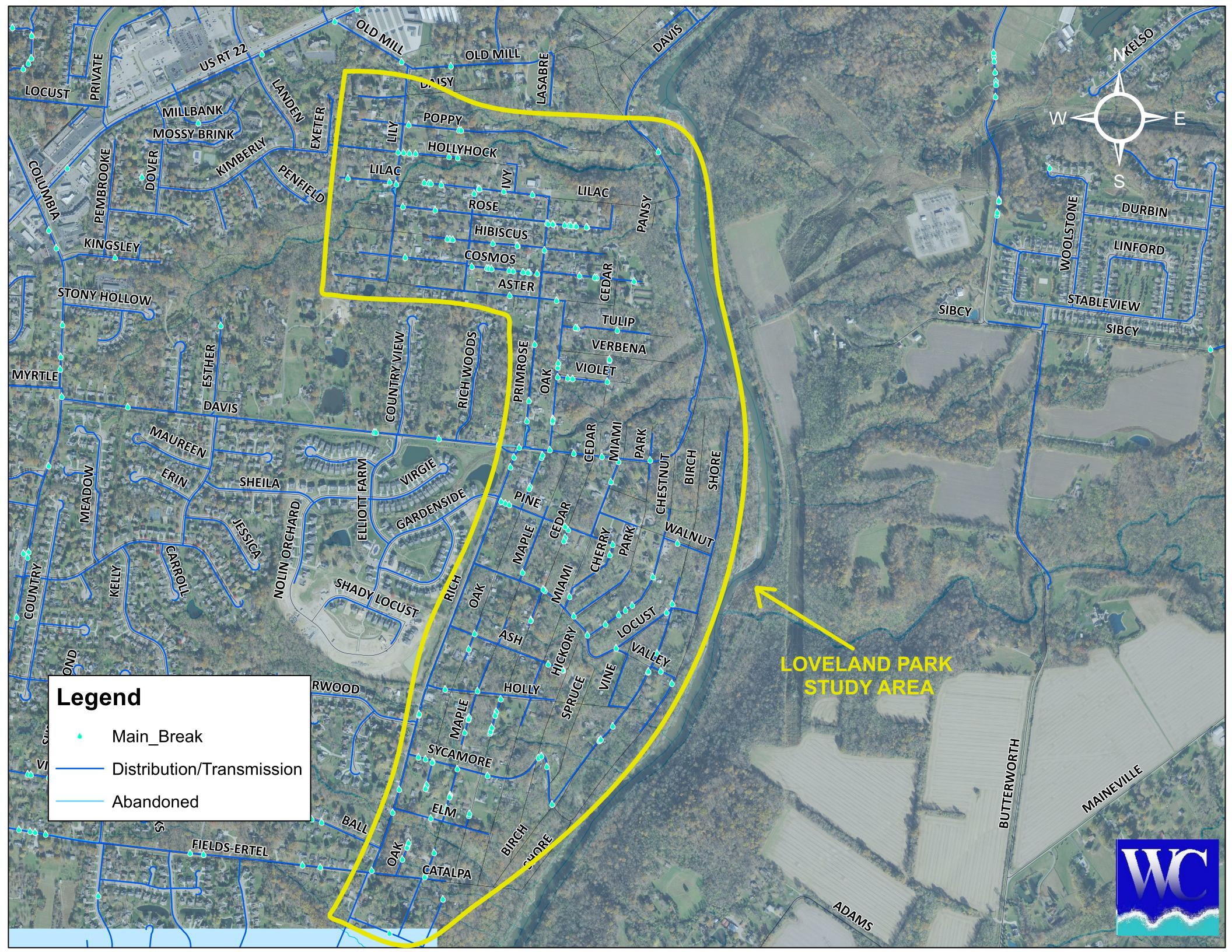
- **Approach** Describe your approach to evaluate the stormwater drainage system and water distribution system, including tools and data to perform the analyses.
- **Experience** Include examples from your firm's similar completed projects and proposed staff that would be assigned to complete this project. Resumes shall be limited to no more than 2-pages each.
- **Cost** Provide proposed cost, honored by contract for 30 days, for this scope of services on at least a task-level basis.

DRSWD will evaluate proposals in collaboration with Warren County Water & Sewer to select the firm that would provide the best value in terms of project delivery and costs. We do not anticipate interviews as part of the selection process.

The selected firm will need to agree to the District's Standard Engineering Agreement (see Appendix 3) and submit their proposed Scope of Services and fees with no other attachments or proposed additional contract terms. The District will not accept changes to the Standard Engineering Agreement.

Appendix 1. Warren County Water & Sewer Department – Existing Infrastructure and Water Main Break Locations





Appendix 2. Locations of Known or Reported Drainage or Flooding Issues

Loveland Park - Flowers north

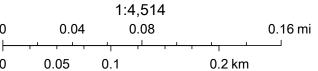


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Streets

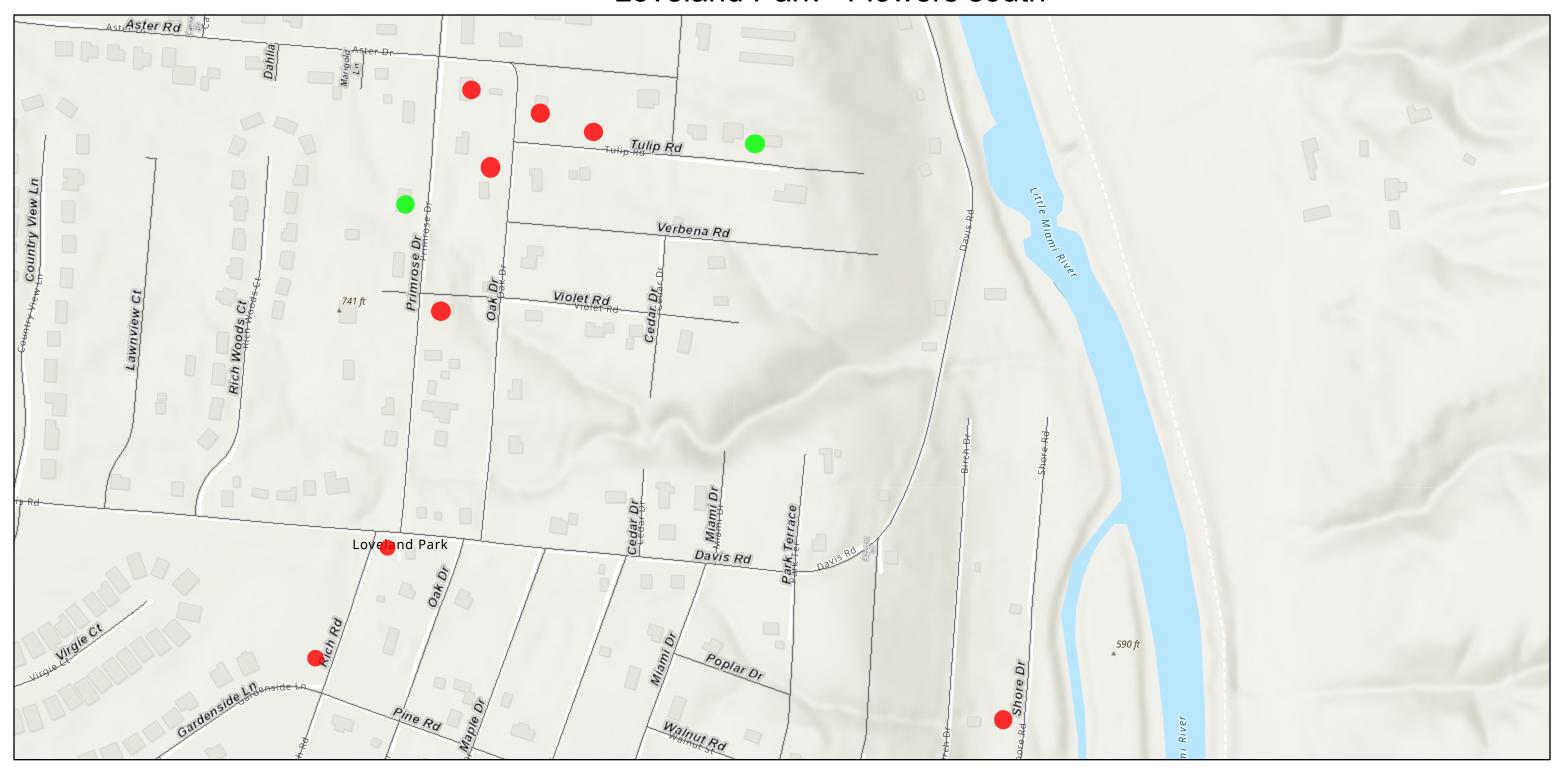
Reported drainage issues

Request for assistance



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, City of Cincinnati, ©

Loveland Park - Flowers south

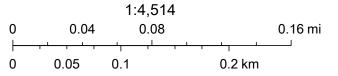




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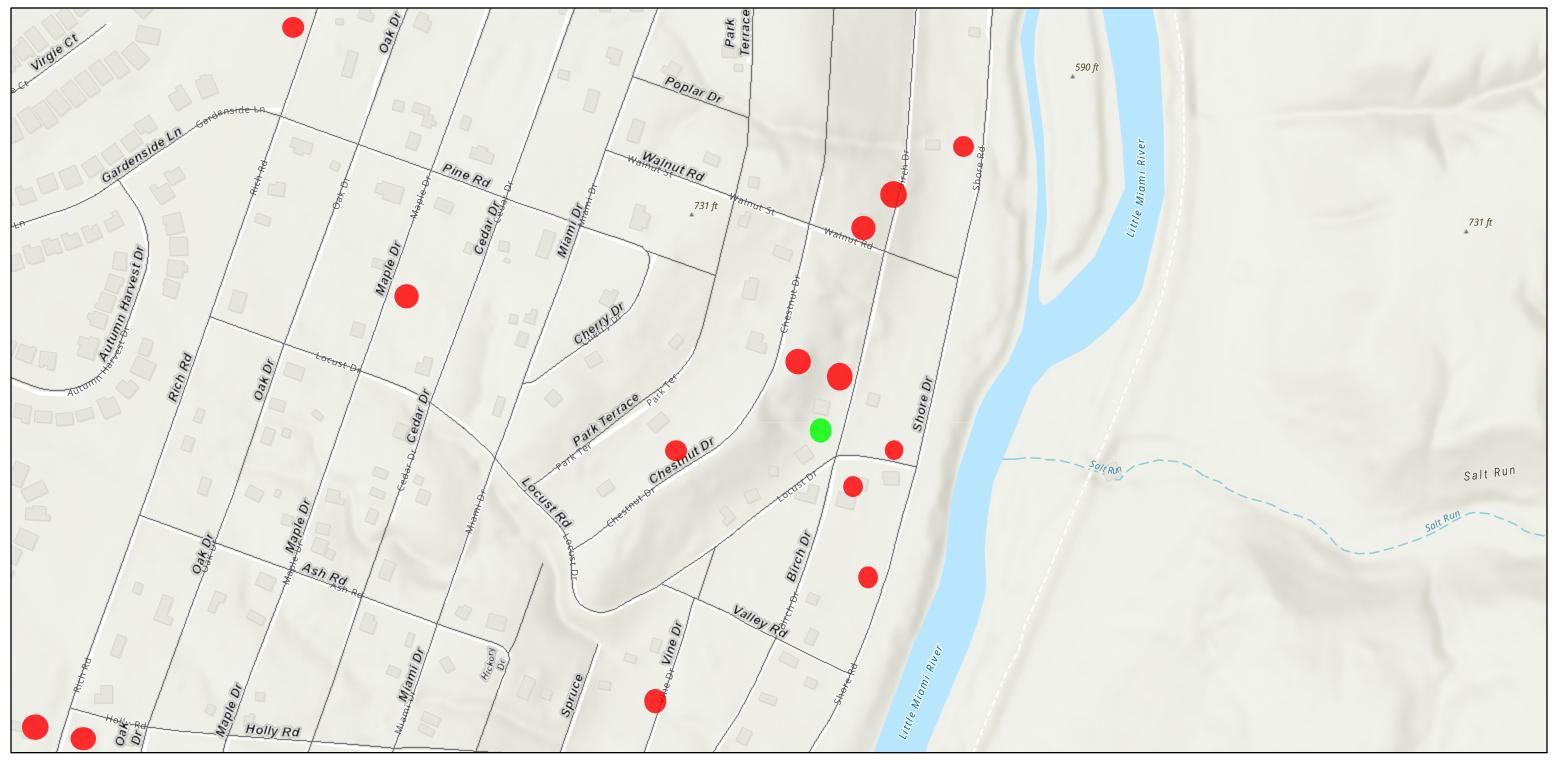
Reported drainage issue

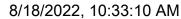
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Loveland Park - Trees north

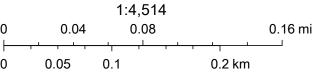




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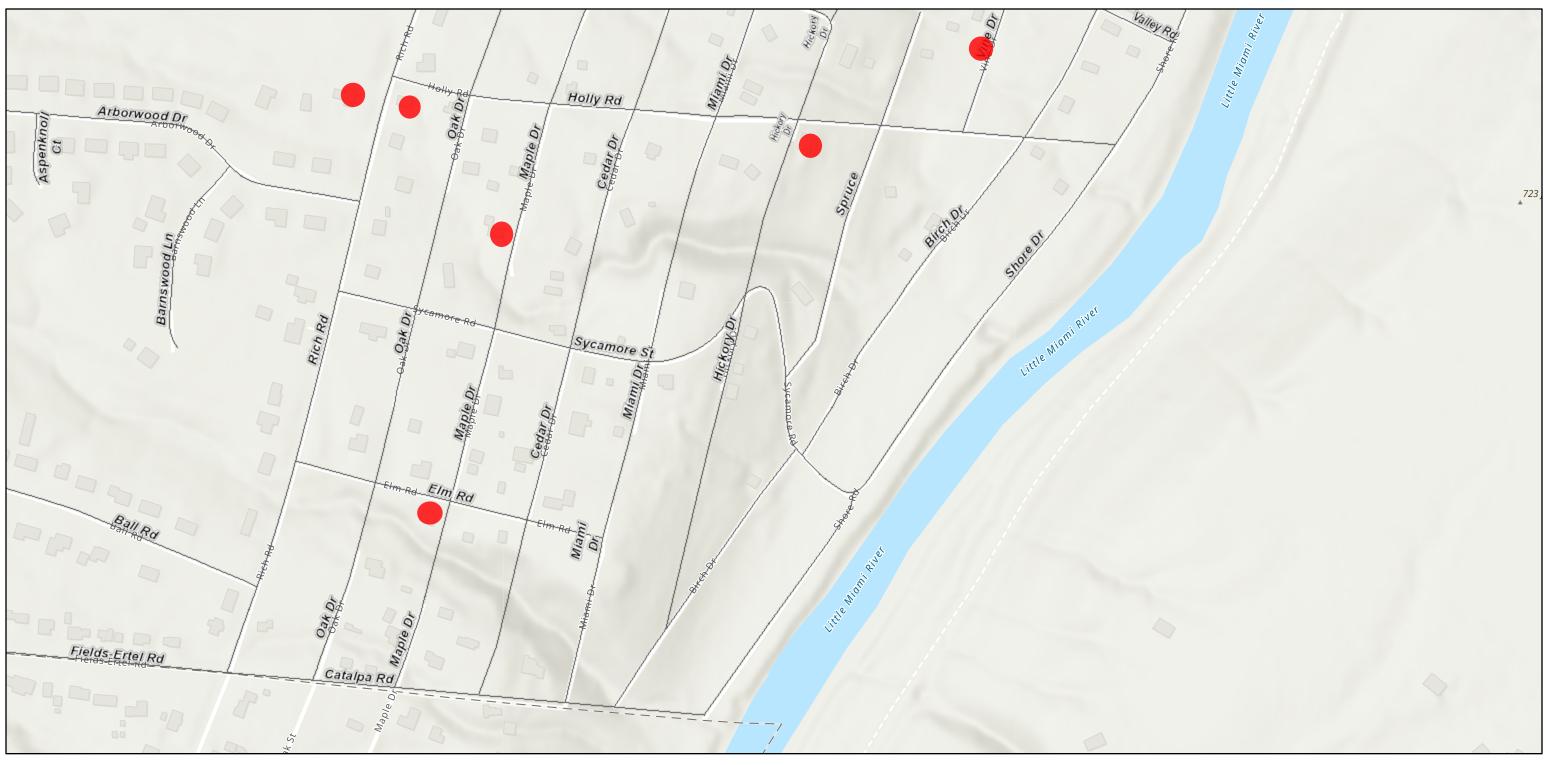
Reported drainage issues

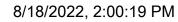
Request for assistance



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Loveland Park - Trees south

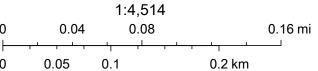




— Streets

Reported drainage issues

Request for assistance



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, City of Cincinnati, ©

<u>Appendix 3. Deerfield Regional Storm Water District - Standard Engineering Agreement</u>

AG	REEMENT BETWEEN THE DEERFIELD REGIONAL STORM WATER DISTRICT AND
****	FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DEERFIELD REGIONAL STORM WATER DISTRICT
SEC	**************************************
	This AGREEMENT entered into thisday of, 2022, by
and	between the DEERFIELD REGIONAL STORM WATER DISTRICT, hereafter
desi	gnated as the "DISTRICT", and, hereinafter designated as
the '	'ENGINEER".
	WITNESS, WHEREAS the DISTRICT wishes to obtain Professional Engineering
Serv	vices for engineering design and easement work related to the replacement of an
exis	ting storm sewer in the DISTRICT.
	NOW, THEREFORE, the DISTRICT and the ENGINEER, in consideration of the
mutı	ual covenants hereinafter set forth, agree as follows:
SEC	CTION II: ENGINEERING SERVICES
2.1.	The ENGINEER shall provide such professional engineering services as are
	requested by the DISTRICT, and as are set forth in the Scope of Services attached
	hereto as Exhibit A and incorporated herein by reference, and herein identified as
	·
2.2.	In the event that any provision or term set forth in the Scope of Services is in
	conflict with this AGREEMENT, such provision or term shall be rendered null and
	void, and the applicable provision in the AGREEMENT shall prevail.

- 2.3. Further, ENGINEER shall provide such additional professional engineering services, as the DISTRICT may request upon such terms and conditions as the
- 2.4. Throughout the period of this AGREEMENT, the ENGINEER shall:

parties shall agree at that time.

- A. Consult with and advise the DISTRICT on matters concerning engineering.
- B. Advise the DISTRICT when it appears necessary to obtain services not covered by this AGREEMENT including but not limited to soils boring or testing, material testing, subsurface investigations, or other investigations as may be required during the planning, design, construction or operation of the services described herein, and assist in arranging for these services;
- C. Keep the DISTRICT apprised of project costs and engineering costs as requested by the DISTRICT.
- D. Manage, oversee and inspect construction projects and perform any related tasks involving the competitive bidding process.
- E. Consult with and advise the DISTRICT'S staff, attorney and other professional consultants of the DISTRICT.
- F. Consult with the DISTRICT to clarify and define the DISTRICT'S requirements and review available data.
- G. Provide analyses of the DISTRICT's needs with evaluation and comparative studies of prospective solutions.

SECTION III: THE DISTRICT'S RESPONSIBILITIES

In support of the engineering services described herein, the DISTRICT will:

- 3.1. Provide all criteria and full information regarding to project requirements as may be reasonable under the circumstances.
- 3.2. Assist the ENGINEER by placing at its disposal all available information the DISTRICT processes relative to the services required of the ENGINEER, including previous reports; property, right-of-way, topographic, and utility surveys; soil reports; hydrographic surveys; laboratory tests; and inspections of samples and materials, all of which the ENGINEER will consider in performing its services.
- 3.3. To the extent the DISTRICT is permitted under Ohio law, make all provisions for the ENGINEER to enter upon private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.4. Acquire all land and rights-of-way which it determines are necessary.
- 3.5. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time.
- 3.6. Provide for itself such accounting, insurance counseling, and legal services as it may require for the DISTRICT and the DISTRICT Systems at its own expense.
- 3.7. Provide the ENGINEER and its authorized agents access to all property and easements owned by the DISTRICT which contain or support the DISTRICT Systems.
- 3.8. At its own expense, furnish such additional services not provided by the ENGINEER under the terms of this AGREEMENT as the DISTRICT deems necessary and advisable.

3.9. Pay fees and deposits required by any governmental agency or department or other political subdivision, but the DISTRICT shall not be responsible for any fees or deposits caused by the negligent acts, or errors or omissions of the ENGINEER.

SECTION IV: PAYMENT TO THE ENGINEER

4.1. For engineering services rendered pursuant to this AGREEMENT, compensation paid to the Engineer shall be billed and paid on a monthly basis or by such other arrangement as is mutually agreed to by the DISTRICT and ENGINEER.

SECTION V: GENERAL CONSIDERATIONS

- 5.1. The lead representative of the ENGINEER shall be ______ unless it is mutually agreed otherwise by the DISTRICT and the ENGINEER.
- 5.2. All documents, including original drawings, plans, studies, computer disks, electronic files of any kind, estimates, specifications, field notes and data of any kind, format or media prepared or possessed by the ENGINEER for a designated project under this Agreement are and will be the property of the DISTRICT and the ENGINEER shall return the same to the DISTRICT upon request. However, the ENGINEER assumes no liability for any unauthorized use of the documents. Use of these documents which requires further time and efforts on the part of the ENGINEER shall entitle the ENGINEER to further compensation as agreed upon between the DISTRICT and ENGINEER. The ENGINEER makes no warranties regarding the use of said documents by any other engineering firm.
- 5.3. As the ENGINEER has no control over the cost of labor, materials, or equipment; or over a contractor's method of determining prices, or over competitive bidding or market conditions, the estimates of construction cost provided for herein are to be

Deerfield Regional Storm Water District / Page 4 of 11

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made on the basis of its experience and qualifications and such estimates represent its best judgment as a design professional familiar with the construction industry. The ENGINEER cannot, and does not, guarantee that bids or a project construction cost will not vary from cost estimates prepared by it.

- 5.4. ENGINEER assumes no liability for the latent defects or omissions which occur in relation to any construction project which said defects or omissions are caused or occasioned by any person who is not an employee or agent of the ENGINEER; except that ENGINEER shall be liable for such defects and omissions where they have been caused by or contributed to by the negligent acts, errors or omissions of the ENGINEER, its employees or agents, and the ENGINEER specifically agrees that such liability accrues on the date that the DISTRICT discovers or becomes aware of any such negligent act(s).
- 5.5. The ENGINEER will perform its service under this AGREEMENT as directed by the DISTRICT and in accordance with generally accepted engineering practices.
- 5.6. The ENGINEER will perform its service in a timely manner but it is agreed between the parties to this AGREEMENT that the ENGINEER cannot be responsible for delays occasioned by factors beyond its control.
- 5.7. All information collected and provided to the ENGINEER pursuant to this Agreement, and all items prepared by the ENGINEER in behalf of the DISTRICT pursuant to this Agreement as well as all oral communications between the parties, shall be considered to be confidential in nature. Accordingly, the ENGINEER shall not disclose, or permit the disclosure, of any confidential information except to its employees and other consultants who need such confidential information in order

Deerfield Regional Storm Water District / Page 5 of 11

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to properly prepare authorized services. No information shall be released by the ENGINEER for publication, advertising or for any other purpose without prior written approval of the DISTRICT.

- 5.8. The ENGINEER will secure and maintain such insurance as will protect it and the DISTRICT from claims under Worker's Compensation laws, claims for damages because of bodily injury or personal injury, sickness or disease, or death of any of its employees, agents or other person working at its direction, and from claims for damages because of injury to or destruction of property as a result of performing responsibilities covered in this AGREEMENT. Further, ENGINEER shall secure and maintain such insurance with the minimum limits of coverage for claims for bodily injury, death, and property damage as follows:
 - A. Auto liability coverage limits shall be at least \$1,000,000.00 per person, for bodily injury \$2,000,000.00 per occurrence, and \$100,000.00 per occurrence for property damage.
 - B. General Liability: \$1,000,000.00 bodily injury and property damage combined single limit.
 - C. Umbrella Liability: \$1,000,000.00 (bodily injury and property damage combined, single limit).
 - ENGINEER shall furnish proof of such insurance at any time upon request of the DISTRICT.
- 5.9. ENGINEER shall indemnify and hold harmless the DISTRICT and each member of the Board of Trustees of the DISTRICT (and their heirs, executors, and administrators) who is made a party or who is threatened to be made a party to

any litigation, action, suit, demand or proceeding, whether civil, criminal, investigative, administrative or other, by reason of the negligent acts, errors or omissions of the ENGINEER or any of ENGINEER's employees, agents or persons under its direction, control, or supervision, and ENGINEER shall provide legal representation and pay the cost thereof and pay any claim or judgment obtained or growing out of said claims or liabilities. In addition, ENGINEER shall maintain professional liability insurance for all personnel employed by ENGINEER insuring the DISTRICT against any malpractice of ENGINEER, or any of its employees, in an amount not less than one million dollars (\$1,000,000.00).

5.10. The period of service of this Agreement shall be indefinite, subject to the termination procedures herein. Either the ENGINEER or the DISTRICT may, at any time, prior to the completion of full performance by the ENGINEER of any engineering services rendered under this AGREEMENT, terminate this AGREEMENT or any part thereof by giving written notice of its intention to do so by registered mail not less fifteen (15) days prior to the effective date of such termination. In the event that the DISTRICT should terminate this AGREEMENT, payment to the ENGINEER will be made promptly for any fees earned prior to the date that the ENGINEER receives notice of such termination. The ENGINEER shall make no claim for additional compensation against the DISTRICT by reason of such termination. In the event of termination by either party, ENGINEER shall promptly return to DISTRICT all files, documents, plans, electronic or computer data, drawings, and all other items related to the DISTRICT.

- 5.11. The DISTRICT and the ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party to this AGREEMENT, in respect to all covenants of this AGREEMENT; except as above, neither the DISTRICT nor the ENGINEER shall assign, sublet, or transfer its interest in this AGREEMENT without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the ENGINEER.
- 5.12. Notices: Any notice required by this AGREEMENT shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at that party's usual place of business.
- 5.13. Legal Interpretation: This AGREEMENT shall be construed and interpreted in accordance with the law of the State of Ohio.
- 5.14. In connection with the performance of work under this Contract, the ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, color, Vietnam Era and disabled veterans, age, handicap, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, up-grading, demotion or transfer, forms of compensation, and selection for training, including apprenticeship. The ENGINEER agrees to post hereafter in conspicuous places, available for

employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The ENGINEER further agrees to insert the foregoing provisions in all contracts hereunder except sub-contracts for standard commercial supplies or raw materials.

- 5.15. The waiver by either party of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- 5.16. This AGREEMENT contains the entire AGREEMENT of the parties. It may not be modified orally, but only by an agreement in writing signed by both parties. The language of all parts of this AGREEMENT shall in all case be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This AGREEMENT represents a negotiated agreement in which the parties all participated in its drafting and as such, it is not to be construed against or for any individual party.
- 5.17. In case of any dispute, claim, questions, or disagreement arising from or relating to the Project or arising out of this Agreement for Professional Services or the breach thereof, the parties shall first attempt resolution through mutual discussion. If the parties cannot resolve any dispute, claim, question, or disagreement arising from or related to the Project, or arising out of this Agreement for Professional Services or the breach thereof through mutual discussion, the parties shall, in good faith, participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to the parties. The parties shall not be required to

Deerfield Regional Storm Water District / Page 9 of 11

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mediate for a period greater than ninety (90) days unless otherwise agreed to in writing by the parties. However, either party may institute litigation at any time so as to avoid the expiration of a statute of limitations. The parties shall provide to the others copies of essential documentation relevant to the support or defense of the matter being mediated.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT this day and year first above written.

BY:	
NAME:	
TITLE:	
DEERFIE	LD REGIONAL STORM WATER DISTRICT
BY:	
NAME:	
TITLE:	

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the Deerfield Regional Stormwater District ("District") under the foregoing Engineering Agreement, hereby certifies that the moneys required to meet the obligations of the District during the year 2022, and thereafter, have been lawfully appropriated, or will be appropriated by the District for such purposes, and are in the treasury of the District, or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Date	Fiscal Officer, Deerfield Regional Stormwater District