

# VILLAGE OF JEFFERSONVILLE

REQUEST FOR PROPOSAL (RFP) ENGINEERING  
SERVICES

FOR

SANITARY COLLECTION SYSTEM MODEL & CIP

2026

RFP DEADLINE

*April 1, 2026*

4:00 P.M.

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**Attachment A – General Village Collection System Map** **Attachment B – Professional Services Agreement (Sample)**

## SECTION I - GENERAL INFORMATION

### A. RFP TIMELINE

Proposal Announcement:	March 13, 2026
Pre-Proposal Meeting:	March 19, 2026
Last Day for Questions:	March 26, 2026
Proposals Due:	April 1, 2026, at 4:00pm
Proposal Evaluations:	April 2 – April 8, 2026
Project Award:	April 9, 2026

**No proposals will be accepted after 4:00pm on April 1st.**

### B. INTRODUCTION / BACKGROUND

The Village of Jeffersonville is requesting proposals from qualified and experienced Civil Engineering firms to provide Engineering Services to prepare the Village's Sanitary Sewer System Capital Improvements Plan. Included in the scope of work for the project, the selected Consultant shall recommend, produce and calibrate a Sewer System Hydraulic Model for the Village's sewer infrastructure.

The Village of Jeffersonville is a small village nestled in Fayette County. It spans just under 2 square miles and supports a population of approximately 1,258 residents, making it a tight-knit and modestly sized community. Its population has remained relatively steady over the past few years, with only slight fluctuations.

The Village's sanitary sewer collection system currently serves 480 customers and is poised for a significant growth period in both residential and commercial customers. The existing sanitary collection system generally consists of aging assets and is in need of upgrades to maintain the current level of service as well as put the Village in a good spot to handle the anticipated increased flows. A major part of this planning effort is the creation of a sewer collection system model to allow for the planning and optimization of the system.

System GIS data is being collected by the Great Lakes Community Action Partnership (GLCAP) under a separate agreement and will be provided to the chosen firm. Additional GIS data may be collected and will be discussed during contract negotiations.

### C. PROJECT DESCRIPTION

The purpose of this project is to analyze and assess the Village's existing sewer infrastructure, via a new hydraulic sewer model, to address capacity deficiencies in the system and size new infrastructure (sewers, pump stations, etc.) to serve new industrial, commercial and residential customers. Deficiencies and new assets will be identified and prioritized in a specific list of projects, a 10-year Capital Improvement Plan (CIP) that will look to replace, rehabilitate, and maintain the sewer facilities and infrastructure. The selected Consultant will also be responsible for the recommendation, development

and calibration of a sewer hydraulic model that will be utilized to identify the needed system improvements.

The project will be funded by WPCLF dollars.

#### **D. DESCRIPTION OF WORK**

The purpose of this RFP is to seek the services of a Civil Engineering Consultant to provide Engineering Services to develop a sewer hydraulic model and produce the 10year CIP.

The goal of the Project is to perform, at the minimum, but not limited to:

- Collection and review of all data significant to the thorough completion of a sanitary sewer hydraulic model.
- Conduct site investigations, as needed, to confirm information from existing reports and records.
- Submit a Technical Memorandum (TM) to identify and provide rationale for flow monitoring locations throughout the Village. Flow monitoring will be included in the project for up to four (4) months to gain storm events and be used to calibrate the model.
- Develop a calibrated sewer hydraulic model to identify peak flow factor and flow patterns, assess capacity constraints, and potential limitations for the existing system and future development.
- Provide a draft and final Sanitary Sewer System Report that identifies deficiencies in the system and includes a prioritized 10-year plan (2027 – 2037) of all recommended alternatives for improvement of all sewer facilities, cost estimates and estimated project durations.
- (Optional Task) Collect additional GIS data for inclusion into the sanitary hydraulic model.

#### **E. PROJECT DURATION**

The estimated duration to complete the Sanitary Sewer System Model & CIP is 8 months, beginning from the Notice-to-Proceed which can be subdivided as follows:

- Acquire and review existing system data – 1 month
- Collect GIS Data (if required), Survey Collection System Manholes (top of castings only), Perform Flow Monitoring and Build/Calibrate Hydraulic Sewer Model – 4 months
- Run simulations and develop Village’s Draft Capital Improvements Plan – 2 months
- Submittal, review and final submittal of Capital Improvements Plan and calibrated sewer hydraulic model – 1 month

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## SECTION II - PROPOSAL REQUIREMENTS

### A. GENERAL

The proposal must be concise, well organized and should demonstrate your firm's qualifications and experience related to this project. The proposal shall be printed on 8½" x 11" pages and include resumes, past experience, graphs, tables, etc. It must include the following:

- I. Cover Letter (one page): The cover letter shall include the name and address of the firm submitting the proposal and a brief introduction of the company and proposed Consultant Team (if additional firms are included).
- II. Qualification and Experience (maximum of 9 pages): The proposed Engineering Team shall have experience working with public agencies in similar assignments. It is highly desirable that the key project team members have served public agencies in various capacities, are accustomed to working with governmental agencies, have a good understanding of public agency issues, procedures, and policies.

Qualifications and experience to be shown in the proposal shall include, but not be limited to the following:

- Project organization chart.
  - Identification of experience of principal staff members, including major subconsultants. Resumes of principal staff should not exceed one page per person for key personnel and a half page per person for support staff.
  - Identify the availability of your team and the percentage of current workload of staff that would be committed to this project, including sub-consultants. □ Experience of the firm, the team and subconsultants on similar projects.
- III. Scope of Work and Project Approach (maximum 10 pages): The Consultant shall include in their proposal a detailed scope of work and understanding of the process to undertake such a project and complete it in compliance with all applicable rules, regulations, standards and requirements. Other items to include:
    - Description of your firm's quality/control (Q/C) and quality/assurance (Q/A) procedures that will be used for the Project.
    - Provide a project schedule for various activities by the Engineering Team involved and identify the milestones of major tasks of the Project.
    - Discussion of document control.
  - IV. Consultant shall submit a fee proposal for the Project in a SEPARATE SEALED ENVELOPE marked "Fee Proposal" along with the Project title. The Village will negotiate with the top-ranked consultant in compliance with all applicable federal, state, and local guidelines. Fee proposal shall include all tasks required to perform the work with a maximum not-to-exceed fee for each task and a grand total not-to-exceed fee.

The fee proposal must contain a task and fee breakdown of all components of cost, including labor base rate, overhead and all other direct and indirect costs. The fee proposal shall clearly show hours and cost per task. The task and fee breakdown must match the scope of services in the format, as presented within the RFP. The Consultant and all sub-consultants shall not be compensated by the Village for any time spent on commuting to or from the Project site and other peripheral work not directly performed as a result of this Project. The Consultant shall provide their services for the duration of the Project for the approved scope of work and fee. The proposal must remain valid for at least 90 days from the due date of this RFP.

Prevailing wages will apply if the services to be performed will involve materials sampling and testing, inspection work, environmental hazardous materials and so forth. Davis Bacon Prevailing Wage Rates apply.

## **B. EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, Consultant represents that it has thoroughly examined and become thoroughly familiar with the work required under this RFP and has the staffing and resources capable of performing quality work to achieve the Village's objectives.

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## SECTION III - SCOPE OF SERVICES

### DESCRIPTION

This RFP is to solicit proposals for the Sanitary Collection System Model and CIP for the Village of Village.

The Consultant is to collect all necessary information, produce a computerized calibrated sanitary collection system model, run scenarios as developed by the Village and consultant, develop the Capital Improvements Plan for new and upgraded sanitary sewer facilities for the implementation and use for 2027 year through a ten-year required cycle to 2027-37 year. The Consultant shall incorporate anticipated future land use based upon new large industrial and commercial users and projected housing needs.

The Consultant may provide additional tasks which they feel are pertinent to or adds value to achieving the Village's overall project objectives.

The following tasks include, but are not limited to:

#### Task 1 – General Administration, Meetings, & Presentations

- Consultant shall assign a project manager that will serve as the point of contact and coordinate all communication with the Village of Village staff. The Consultant must provide an experienced Engineering Team who is familiar with building a new hydraulic model, standards, codes and regulations, recommendations/implementation of future sewer mainline design, construction/reconstruction of municipal sanitation sewer facilities and sewer systems, as referenced above.
- Consultant shall coordinate a kick-off meeting with Village staff and any subconsultants to discuss the scope of the project, develop a work plan to accomplish the project goals, and identify future constraints.
- In addition to the kick-off meeting, the Consultant shall plan for sufficient meetings with Village staff to complete the project. Consultant shall prepare agendas for all meetings and submit them to the Village two (2) working days prior the meeting for review. For each meeting, Consultant shall record minutes that indicate action items for all parties and decisions that have been made regarding the study and distribute them within five (5) working days of the meeting.
- Consultant shall submit monthly progress reports with each invoice. Progress reports shall contain work performed, project concerns and impacts, and the work anticipated for the next month.

#### Task 2 – Flow Monitoring

- The Consultant shall develop a Flow Monitoring Plan (TM) and determine strategic locations to monitor flow within the Project area. The Plan shall

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describe criteria for selected flow monitoring locations and alternate locations if needed. Consultant shall assume a sufficient number of monitoring locations, not exceeding ten (10).

If necessary, Consultant shall perform site visits to verify accessibility and coordination concerns at proposed flow monitoring locations. Consultant shall contact required entities to assure successful installation and retrieval of flow monitoring devices.

- Upon Village approval of the Flow Monitoring Plan, the Consultant shall acquire flow monitoring services and perform the work for a minimum of four (4) consecutive months of continuous flow, velocity, and depth monitoring during dry and wet weather conditions.
- The Consultant shall be responsible for preparing traffic control plans as required, obtain permits, traffic control setups, accessing the maintenance holes, installation of the flow monitoring devices, and subsequent removal of the devices. Consultant shall be liable for any maintenance hole damages, as necessary, due to installation and removal of the flow monitoring devices.

### Task 3 – GIS Modifications & Survey

- The data collected by GLCAP is expected to include the following:
  - Manholes:
    - Manhole ID
    - Geographical coordinates
    - Depth to bottom of manhole (from top of casting)
    - Invert depth of each connecting sewer (from top of casting)
    - Size of each connecting sewer
    - Size of manhole
    - Manhole material ○ Pipes
    - Pipe ID
    - Pipe Length (Automatically Calculated)
    - Pipe Size
    - Pipe Material
- Using this data, Consultant shall modify and make the necessary provisions to finalize the database prior to building the model per the following:
  - Manholes
    - Manhole ID
    - Geographical coordinates
    - Top of casting elevation
    - Bottom of manhole elevation
    - Size of manhole
    - Manhole material ○ Pipes
    - Pipe ID
    - Pipe Size
    - Pipe Slope
    - Pipe material
    - Pipe length
    - US pipe invert elevation

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- DS pipe invert elevation
- US Manhole ID ▪ DS Manhole ID All GIS information (shapefiles, databases, etc.) shall be collected and hosted by ESRI compatible software and made available to the Village. All Data will become the property of the Village upon completion and final payment. All software and programs required to read or view the data will be made imbedded in the data or made available to the Village for it's future independent use without payment of license or additional fees.
- The Consultant shall supplement existing GIS data completed by GLCAP with surveyed Top of Casting (TOC) data collected by a registered surveyor in the State of Ohio.

#### Task 4 – Develop, Calibrate and Run Sewer Hydraulic Model

- The Consultant shall collect and review all applicable plans, specifications, reports, as-builts and data provided by the Village. Additionally, Consultant shall be responsible for acquiring additional data, as needed, from pertinent agencies to recommend, develop and calibrate a Sewer Hydraulic Model.
- Consultant shall populate all sewer mainlines with new sewer loads, peaking factors, and all other criteria to successfully integrate them into the final deliverable model.
- Consultant shall use modeling software that is reputable, well supported and commonly used in in the industry for sanitary sewer modeling. If necessary, Consultant shall be responsible for coordinating with the Village and developer of the recommended hydraulic modeling software to obtain licenses.
- Identify the existing and future flow conditions of the hydraulic model. Existing conditions shall consist of the base scenario for current flow conditions in the Village. Future conditions shall consider incoming projects with available data.
- Consultant shall perform a hydraulic model analysis using scenarios developed by the Village and Consultant Team to evaluate and develop capital improvements necessary for the expected growth in the system.
- Prepare a TM to document the basis for hydraulic sewer model calibration. TM should describe the methodology for entering wastewater flows and all other relevant data in the model, criteria for selection of flow monitoring locations, and resolutions to any data gaps. TM shall also include an overview of the sewer hydraulic model and provide instructions and the basis to make updates to the model for future use. Consultant shall allow a minimum of fourteen (14) working days from the Village of Village to review the draft TM prior to the finalization and inclusion of the TM in the submittal of the Final Sanitary Sewer System Report.

#### Task 5 – Draft Sanitary Sewer System Report

- Consultant shall compile a list of future pipeline and pumping improvements needed. The list of future improvements shall be prioritized in a 10-year plan (2027 – 2037) and consist of all recommended alternatives for improvement and include

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the existing information of all facilities (size, alignment, length, depths, etc.), as well as the proposed information for each facility. Provide exhibits to show each alternative as an improvement project.

- Consultant shall also include a general maintenance plan that addresses areas of possible concern based upon existing CCTV and other available data. Prepare planning-level cost estimates and project schedules for each pipe improvement project escalated to the recommended project year.
- The Consultant will make all necessary recommendations to meet current Village, County and State standards and provisions and will notify Village staff officials of any findings and/or recommendations in the study that are beyond Village limits for modifications and improvements of the Village's sanitation sewer system.
- Prepare a draft report for the Village's review. The report should include an executive summary and incorporate the finalized Technical Memorandum (TM) from Tasks 2 and 4.

## Task 6 – Final Sanitary Sewer System Master Plan Report

- The Consultant shall review and address the Village's comments for the Draft Sanitary Sewer System Report and submit one (1) digital pdf copy (and all native files) and three (3) hard copies of the final report to the Village. The report shall be approved, signed, and stamped by a licensed Civil Engineer.

**THE FOLLOWING TASKS ARE OPTIONAL AND MAY BE UTILIZED AT THE DISCRETION OF THE VILLAGE. THE CONSULTANT SHALL INCLUDE THEIR APPROACH AND BUDGETED COST OF THE OPTIONAL TASKS IN THEIR PROPOSAL AND FEE SCHEDULE.**

## Optional Task 7 – Additional GIS Data Collection

- If necessary, the Consultant shall collect additional GIS Data for inclusion into a database for use in building the collection system model.
  - Pump Station data
  - Force Main data
- All GIS information (shapefiles, databases, etc.) shall be collected and hosted by ESRI compatible software and made available to the Village.

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## SECTION IV - SELECTION OF CONSULTANTS

All proposals will be reviewed by the Village Administrator and/or her designees who will make recommendations to the Village Council for the award of the contract. All contact during the evaluation phase shall be through the Village Project Manager only. Submitted proposals will be ranked according to the below evaluation criteria and the top three established. Cost proposals for the three selected consultants will be opened and used to begin negotiations, however, with the highest ranked consultant. If an agreement on fees cannot be reached, then negotiations will proceed to the second highest qualified consultant, and so on and so forth until a final agreement is reached with a consultant.

The proposals will be evaluated based on the following:

### A. PROFESSIONAL QUALIFICATIONS

Identify individuals who will be assigned to this project by name, title and their role on this project. Indicate which of these individuals you consider key to the successful completion of the project. Resumes or qualifications are required for proposed project personnel who will be assigned to the project. Qualifications and capabilities of any subconsultants shall be included.

### B. PAST EXPERIENCE WITH SIMILAR PROJECTS

The written proposal must include a list of specific experience in the project design area and indicate proven ability in designing similar projects for the firm and the individuals to be assigned to the project. Experience with Sewer System Studies in a similar capacity is highly desirable. The proposal should also indicate the ability to have projects completed within the budgeted amounts. A complete list of client references must be provided for similar projects completed within the last five years. It shall include the firms/agencies name, address, telephone number, project title, and contact person.

### C. PROPOSED WORK PLAN

A detailed work plan is to be presented and should outline the overall project understanding, approach, and list all tasks determined to be necessary to accomplish the overall scope of the project. The work plan shall include, but is not to be limited to, the objectives/tasks listed in Section III of the RFP. The work plan shall define resources needed for each task (title and labor hours) and staff persons completing the project element tasks. In addition, the work plan shall include a timeline schedule depicting the sequence and duration of tasks showing how the work will be organized and executed.

The work plan shall be sufficiently detailed and clear to identify the progress milestones, i.e., when project elements, measures, and deliverables are to be completed. Additional project elements suggested by the proposer that are thought to

be necessary for the completion of the project are to be included in the work plan and identified as proposer-suggested elements.

Page 11 Identify all of those, if any, who will be subcontracted to assist you with this project, and the extent of work for which they will be responsible. Include similar reference data for subcontractors and employees as requested above for the main proposer.

Include any other information that you believe to be pertinent but not specifically asked for elsewhere.

#### **D. FEES**

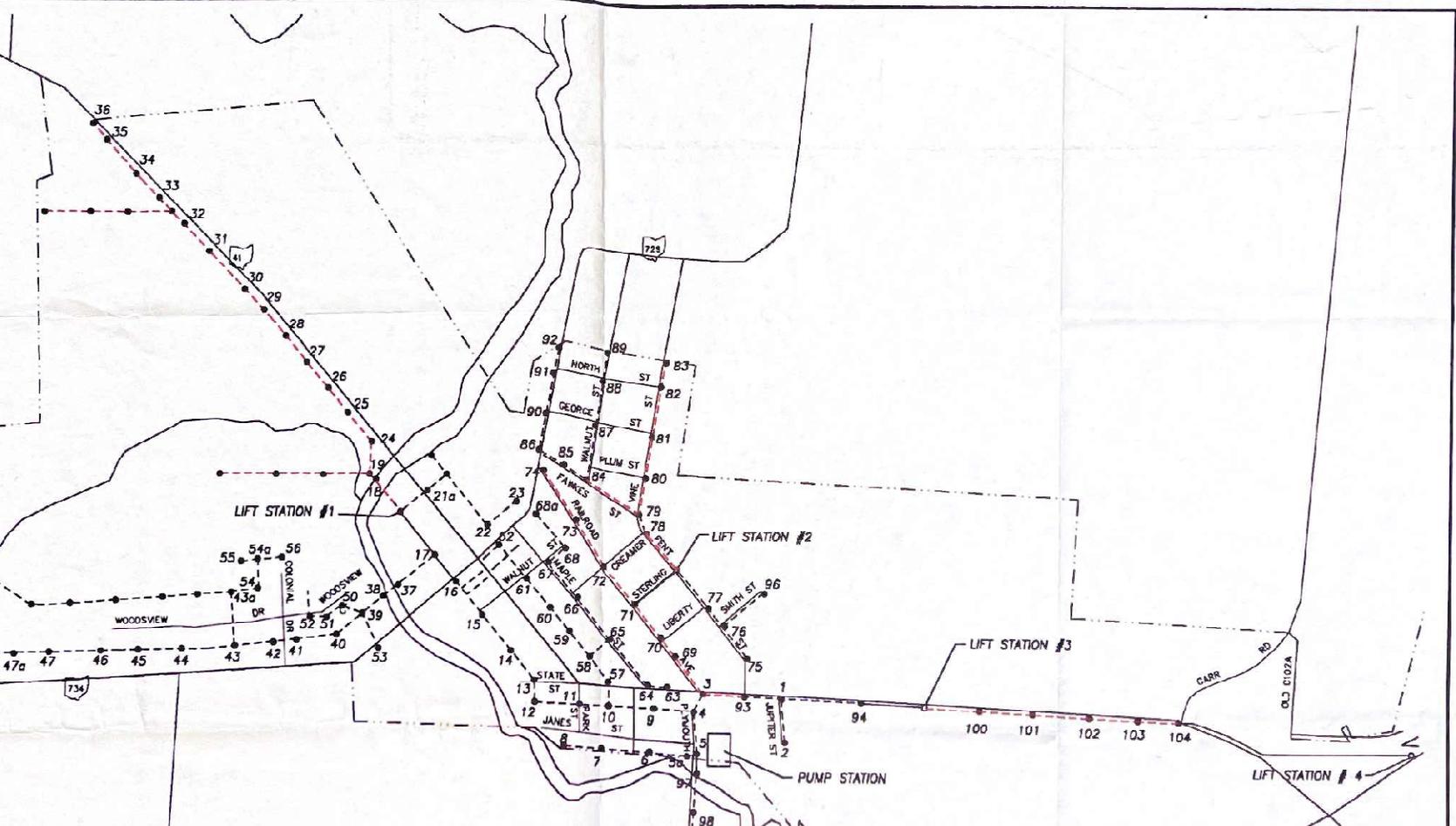
Submit a fee schedule in a separate sealed envelope with proposal. Fee schedule shall clearly identify each task, number of hours assigned to each task, name and title of individual assigned to each task, hourly rate of each individual, and total hours and total dollar amount for the project.

#### **E. AUTHORIZED NEGOTIATOR**

Include the name and phone number of person(s) in the organization authorized to negotiate the Professional Services Agreement with the Village.

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**Attachment A**  
**Village Collection System Map**



# Attachment B

## Sample Professional Services Agreement

### PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between the Village of Jeffersonville, Ohio, ("Village"), and [CONSULTANT] with an office at [ADDRESS] (hereinafter referred to as the "Consultant").

#### WITNESSETH THAT:

**WHEREAS**, The Village desires certain professional services in connection with the proposal for Sanitary Collection System Model and CIP; and,

**WHEREAS**, Consultant is willing to perform such professional services and represents that its staff is fully qualified to perform such services; and,

**WHEREAS**, The professional services to be provided under this Agreement are necessary to achieve the purposes of the Village's Water Department.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and benefit to be derived by the parties from the execution of this Agreement, the Village and Consultant hereby agree as follows:

#### ARTICLE 1. TERM

The Agreement shall commence upon execution by the Village and it shall terminate upon completion of the Scope of Services (Attachment A) and expenditure of all funds provided herein or on December 31, 2027, whichever date is earlier. The Village, however, reserves the right to extend the term of this Agreement to a later date by mutual written agreement, as described in Article 11, J.

#### ARTICLE 2. SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide all professional services necessary to complete the Services that are described in Attachment A, Scope of Services, which is incorporated herein by reference.

### **ARTICLE 3. COMPENSATION**

The total remuneration of this Agreement shall not exceed [CONTRACT AMOUNT] (\$XXX,XXX.XX) for all services to be provided by Consultant pursuant to this Agreement. All services will be paid according to Attachment B, which is incorporated herein by reference. Fees for permits as well as costs associated with third party product/service providers and contractors (such as surveyors) are included in the total sum. The Consultant shall submit invoices, not more frequently than monthly, for payment of the Services actually provided. Such invoices shall state the invoice period, total amount requested, and Services provided during the invoice period. The Village will, unless disputed, remit payment of all undisputed amounts of invoices within thirty (30) days from receipt thereof.

### **ARTICLE 4. VILLAGE'S RESPONSIBILITIES**

The Village will furnish Consultant, at no cost or expense, all reports, records, and data that might be necessary or useful to complete the Services required under this Agreement.

### **ARTICLE 5. STANDARD OF CARE**

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances at the time the services are performed. Consultant shall have no liability for defects in the Services attributable to Consultant's reliance upon or use of data or other information furnished by the Village or third parties retained by the Village.

If, during the one year period following completion of the Services, it is shown there is an error in the Services caused by Consultant's failure to meet such standards and the Village has notified Consultant in writing of any such error within that period, Consultant shall perform, at no additional cost to the Village, such Services within the original Project as may be necessary to remedy such error.

### **ARTICLE 6. LIABILITY AND INDEMNIFICATION**

To the extent allowed under the law, Consultant agrees to defend, indemnify, and hold harmless Village, its elected officials, employees and agents from and against claims, losses, damages, and expenses (including reasonable attorneys' fees) to the extent such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this Agreement and/or the acts, omissions or conduct of the Consultant or its employees, agents, and representatives. Notwithstanding the foregoing, in any such event where Consultant (or its officers, directors, agents, employees and subcontractors) is only partially at fault, then Consultant's indemnity shall be limited to a percent of the liability equal to its determined proportionate share of the contributing negligent act, error, omission.

This Article 6 shall survive termination of this Agreement.

### **ARTICLE 7. INSURANCE**

During the term of this Agreement, Consultant shall maintain, at its sole cost and expense, no less than the following insurance issued by an insurance company authorized to conduct business in the State of Ohio:

- (1) General liability insurance, having a combined single limit of \$1,000,000 for each occurrence and \$1,000,000 in the aggregate.
- (2) Automobile liability insurance, having a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (3) Employers' liability insurance, having a limit of \$500,000 for each occurrence.
- (4) Professional liability insurance, having a limit of \$1,000,000 annual aggregate.
- (5) If not otherwise included in Consultant's Professional Liability coverage, Consultant shall maintain errors and omissions insurance in the amount of \$1,000,000.

Current certificates of insurance for all policies and concurrent policies required to be maintained by Consultant pursuant to this Article shall be furnished to the Village. All such insurance policies, excluding Professional Liability Insurance, shall name the Village and its elected officials, officers, agents, employees, and volunteers as additional insureds, but only to the extent of Consultant's legal liability and to the extent of the policy limits stated herein. All policies of insurance required hereunder shall contain a provision requiring a minimum of thirty (30) days advance written notice to the Village in the event of cancellation or diminution of coverage. In the event of a claim, Consultant shall make copies of applicable insurance policies available for review by the Village.

Unless exempt from Ohio's worker's compensation statutory requirement, Consultant also shall maintain Workers' Compensation Insurance in such amounts as required by law for all employees and shall furnish to the Village evidence of same.

## **ARTICLE 8. NOT USED**

## **ARTICLE 9. OWNERSHIP OF DOCUMENTS & INTELLECTUAL PROPERTY**

Except as otherwise provided in this Agreement, documents and reports prepared by Consultant as part of the Services shall become the sole and exclusive property of the Village upon payment. However, Consultant shall have the unrestricted right to their use.

Consultant shall retain its rights in pre-existing and standard scripts, databases, computer software, models, and other proprietary property. Rights to intellectual property that is not specifically designed or created exclusively for the Village in the performance of this Agreement shall also remain the property of Consultant.

## **ARTICLE 10. TERMINATION**

If Consultant at any time shall (i) fails, is unable or refuses to perform any of Consultant's substantial and material obligations under this Contract, unless within fifteen (15) days after receipt of written notice of such default, Consultant commences reasonable efforts to remedy such default and diligently continues such efforts until the remedy is complete, or (ii) if Consultant becomes insolvent, as defined by the UCC, or commits any act of bankruptcy, or a petition for involuntary bankruptcy is filed against the Consultant, or Consultant makes any assignment for the benefit of creditors under the bankruptcy or insolvency laws, Village shall have the option to terminate this Contract for cause.

The Village may terminate or suspend performance of this Agreement for the Village's convenience upon thirty (30) days prior written notice to Consultant. In the event of suspension or termination by the Village hereunder, the Village will pay Consultant for Services actually properly provided up to the date of termination.

## **ARTICLE 11. STANDARD TERMS**

### **A. DELAY IN PERFORMANCE**

Neither the Village nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either the Village or Consultant under this Agreement.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

**B. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any litigation involving this case must be brought in a court of competent jurisdiction in Fayette County, Ohio.

**C. COMMUNICATIONS**

Any written communication or notice required or permitted by this Agreement shall be made in writing and shall be delivered personally, sent by express delivery, certified mail or first-class U.S. mail, postage pre-paid to the address specified below:

Consultant:	[COMPANY] [ADDRESS] [ADDRESS] Attention: [NAME], [TITLE]
Village:	Village of Jeffersonville 8 North Main Street Jeffersonville, Ohio 43128 Attention: Stephanie Stewart, Village Administrator

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and the Village.

**D. EQUAL EMPLOYMENT OPPORTUNITY**

Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

**E. WAIVER**

A waiver by the Village or Consultant of any breach of this Agreement shall be in writing. Such a waiver shall be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the waiving party's rights with respect to any other or further breach.

**F. SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void, unenforceable, invalid or illegal provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

**G. INDEPENDENT CONTRACTOR**

By executing this Agreement for professional services, Consultant acknowledges and agrees that it will be providing services to the Village as an "independent contractor." As an independent contractor for the Village, Consultant shall be prohibited from representing or allowing others to construe the parties' relationship in a manner inconsistent with this Article. Consultant shall have no authority to assume or create any obligation on behalf of, or in the name of the Village, without the express prior written approval of a duly authorized representative of the Village.

Consultant, its employees and any persons retained or hired by Consultant to perform the duties and responsibilities under this Agreement are not Village employees, and therefore, such persons shall not be entitled to, nor will they make a claim for, any of the emoluments of employment with the Village of Jeffersonville. Further, Consultant shall be responsible to withhold and pay, or cause such agents, contractors and sub-contractors to withhold and pay, all applicable local, state and federal taxes.

Consultant acknowledges its employees are not public employees for purposes of Ohio Public Employees Retirement System ("OPERS") membership.

#### **H. ASSIGNMENT**

Neither party shall not assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Consultant from employing independent consultants, associates, and subcontractors to assist in the performance of the Services.

#### **I. THIRD PARTY RIGHTS**

Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Village and Consultant.

#### **J. AMENDMENT**

The parties may mutually agree to amend this Agreement. However, no such amendment shall be effective unless it is reduced to a writing, which references this Agreement, executed by a duly authorized representative of each party and, if applicable or required, approved by the Commission of the Village of Jeffersonville, Ohio.

The parties may mutually agree to extend the term of this Agreement to a later date. The Village Administrator is authorized to extend the term of this Agreement for the Village.

#### **K. POLITICAL CONTRIBUTIONS**

Consultant affirms and certifies that it complies with Ohio Revised Code § 3517.13 limiting political contributions.

#### **L. INTEGRATION**

This Agreement represents the entire and integrated agreement between the Village and Consultant. This Agreement supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

#### **M. INTERPRETATION**

The parties agree that they have actively negotiated and drafted the provisions of this Agreement. Notwithstanding any rule to the contrary, no provision of this Agreement shall be interpreted or construed against any party because such party or its legal counsel was the drafter of the provision.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

**IN WITNESS WHEREOF**, the Village and Consultant, each by a duly authorized representative, have executed this Agreement as of the date set forth above.

**VILLAGE OF JEFFERSONVILLE, [COMPANY] OHIO**

\_\_\_\_\_  
Village Administrator

\_\_\_\_\_  
[TITLE]

\_\_\_\_\_  
Date

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Date

