

Request for Qualifications
Great Parks
Partner Surveyor for Professional Consulting Services

June 8, 2026

Great Parks is requesting Statement of Qualification submittals from consultants to provide professional consulting services as a Partner Surveyor to conduct and lead boundary surveys and marking on Great Parks' properties as well as other surveying functions as described in the Anticipated Scope of Services section of this document.

All consultants submitting a Statement of Qualifications shall register by providing the firm's name, address, and a contact name with phone number to Brad Kerry at bkerry@greatparks.org by Monday, June 22, 2026, at 5:00 p.m. EST. Additional information regarding this project may be found at:
<https://www.greatparks.org/about/contract-bidding>.

Any questions prior to the deadline should be submitted in writing by email to Brad Kerry at bkerry@greatparks.org by Monday, June 22, 2026, at 5:00 p.m.

Letter of Interest submittals are due Monday, July 6, 2026, by 5:00 p.m. Submittals shall be provided in PDF format via email to Brad Kerry at bkerry@greatparks.org. Submittal files shall contain the firm's name and Partner Surveyor in the file name. Submission length shall be limited to 40 single-sided pages. Files over 20MB shall be provided via link to a file sharing service.

Background

Great Parks will enter a two-year contract with the option of a one-year extension for Consulting Services as a Partner Surveyor. The Partner Surveyor will perform all professional services and/or lead a team of consultants to perform all professional services as authorized by Great Parks on a task order basis. The number of projects ranges from 0 to 30. The total of the maximum compensation for all task orders authorized shall not exceed eight hundred thousand (\$800,000). All costs shall be included in the maximum compensation. The anticipated dates for project commencement and completion are November 1, 2026, to November 30, 2028. Services could be expected to continue beyond the end date to allow for completion of task orders executed prior to the end date.

Great Parks invites parties interested in providing consulting services as the Partner Surveyor to submit a Statement of Qualifications for consideration by Great Parks. Statements of Qualifications will be reviewed, and a Consulting Firm (Partner Surveyor) will be selected in accordance with Sections 153.65 through 153.71 of the Ohio Revised Code.

Anticipated Scope of Services

The Partner Surveyor will primarily provide consulting services related to the surveying and marking of areas of interest on Great Parks properties. Services shall generally consist of some or all the following tasks depending on the project:

1. Preliminary Analysis & Planning

a) Project Planning

Advise Great Parks staff on prioritization of surveying needs and other recommended survey initiatives.

b) Records Research

Conduct and present findings on land records including, but not limited to, easements, rights of way, utilities, and other legal agreements.

2. Field Work & Data Collection

a) Comprehensive Surveying Services

Execute boundary and other surveying, and coordinate field work, agency coordination, and data collection under the direction of Great Parks.

b) Technical Troubleshooting

Provide on-site problem-solving and troubleshooting for unforeseen site conditions or boundary discrepancies.

c) Preparation of Exhibits

Preparation of all documents, exhibits, legal descriptions, and submittals suitable for recording of boundaries and related items.

3. Project Administration & Oversight

a) Document Management

Prepare and manage all property documentation, including both hard copy and electronic survey drawings and exhibits, including, but not limited to, .shp, .csv, .dwg, .doc, and any other requested file formats or physical copy formats.

b) Task Orders

Define scope collaboratively with Great Parks project managers and draft task orders for execution using Great Parks' task order template.

c) Financial Administration

Oversee the evaluation of work, certification of payments, and submittal evaluations throughout the project lifecycle in strict compliance with Great Parks financial procedures.

4. Quality Assurance & Completion

a) Plan Review

Conduct rigorous internal plan reviews and change-in-work evaluations to ensure technical accuracy and regulatory compliance.

b) Project Closeout

Manage all tasks related to project completion as defined by Great Parks.

In addition to boundary surveying, Great Parks may require surveys related to topographical, utility, bathymetry, as-builts, construction staking, or other industry-related surveys.

Great Parks anticipates executing an Agreement with the selected Partner Surveyor which sets forth the general terms and conditions governing the relationship as well as the hourly rates to be charged. Specific services and maximum compensation for an individual project will be outlined in a scope of services schedule (SOSS) prepared for each task order and performed in accordance with the provision of the Agreement.

The assigned Great Parks project manager will recommend the level of services for each property. The Partner Surveyor will prepare a SOSS including basic project information, type of work to be performed, surveying services to be performed, estimated hours, and schedule to be approved by Great Parks prior to the start of any services being provided. A task-hour justification table shall be provided detailing the hours for surveying staff for the various tasks and subtasks. Payments may be withheld until such time as the assigned Great Parks project manager has approved the completion of each task.

Surveying Firm Qualifications

The surveying firm's qualifications and the qualifications of any consultants included on the firm's team are as defined by the Ohio Revised Code, Section 153.65(D). These include, but are not limited to, the following:

1. Competence of the professional consulting firm to perform the required professional services as indicated by the technical training, education, and experience of the firm's personnel, especially the technical training, education, and experience of the employees within the firm who would be assigned to perform the services.
2. Ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to perform the required professional services competently and expeditiously.
3. Past performance of the firm as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work, and meeting deadlines.
4. All firms shall be registered in the State of Ohio to perform all required tasks.
5. Other similar factors.

Preference will be given to consultant teams whose personnel are based in or proximal to Hamilton County.

Statement of Qualifications Requirements

The format/content provisions listed below have been established to assist Great Parks in its review and evaluation of all Professional Consulting qualification statements. All statements must comply with the following format to allow the selection committee to fairly evaluate submittals:

Cover Letter

- An introductory cover letter of not more than one (1) page.

Executive Summary

- A two (2) page summary highlighting the contents of the qualification statement.

Firm Background/Overview

- Firm's name, address, telephone number, and representative contact name.
- Listing of firm's equipment and facilities.
- Firm history including years in existence and geographic office locations.
- Structure of firm ownership (example – corporation, limited partnership, etc.).
- Firm's total number of in-house, full-time employees, their professional disciplines, and the number of employees in each discipline.
- Provide a brief explanation of firm's experience with:
 - Property survey, including easements, rights of way, as-builts, utilities, and legal boundaries.
 - Coordination with Ohio Department of Natural Resources, United States Army Corps of Engineers and other regulatory agencies, if any.
 - Other park agencies.
 - Working in natural areas, including overgrown, muddy/ standing water conditions, steep/ uneven terrain, adverse weather conditions, remote conditions.
- Evidence of the firm's financial stability and responsibility.
- Current and projected workloads for the years 2026 and 2027 and ability to provide a long-term commitment to the partnership.
- Litigation, mediation, and arbitration history over the last five years.

Experience/References

- Current or recently completed projects/partnerships of similar size and scope to this request. Include the following for each identified:
 - Brief description and size of services provided by firm and names of staff members involved and their responsibilities.

- Comparison of initial/original survey cost estimate to the final cost paid by the owner and reason for deviation.
 - Comparison of initial preliminary schedule including milestone dates, substantial and final completion dates to the actual construction start date, actual milestone dates, actual substantial and final completion dates, and reason for deviation.
 - Owner's name, phone number, and contact person.
 - Contractor or survey manager's name, phone number, and contact person.
- Current and recent contracts with Great Parks (for the last ten years).
 - Current and recent Government projects/partnerships that are not included above.

Project Approach

Describe the proposed methodology for providing Professional Consulting Services for this partnership. Include within the description the following:

- Explanation of firm's current consulting services.
- Explanation of firm's past experiences working with public agency teams and your team approach.
- Explanation of firm's survey documentation process and reports provided to the owner.
- Overview of firm's document of coordination and communication with multiple end users and consultants. Identify the individual(s) who will be responsible for communication with the assigned Great Parks project manager.
- Processes used to define scope.
- Steps the firm will take to coordinate work on each project with the assigned Great Parks project manager with respect to scheduling the phases of each task, maintaining the schedule, and close-out of each task.
- Provide a list and description of any subconsultants your firm proposes to use on Great Parks projects.
- Describe the capacity of your staff and their ability to respond to, manage, and perform work on an on-call basis.

- Demonstrate commitment to conservation, including protected/ sensitive habitats, endangered species, cultural heritage, and archaeological sites.
- Describe why your firm is the best choice for this **service**.

Cost Control

- Explain the proposed method and system used by your firm to control the budget as the task progresses. Describe your firm's cost reporting procedures.

Quality Control

- Provide a brief overview of your firm's quality assurance plan, and an explanation of how that program is implemented at each phase of a task.

Scheduling

- Indicate the process your firm would use to contribute to the development of a schedule for each task and the process used to control the schedule during the project.

Partnership Personnel

- Provide an organization chart showing the proposed project manager/main point of contact for the partnership as well as the relationships between your personnel and those of any suggested subconsultants. Include a one-page resume for each that highlights relevant experience and any professional qualifications, such as whether the individual is a professional surveyor, etc. List only individuals who will be assigned to the tasks and their role in the partnership.

Optional Additional Information

- Include any additional information or description of resources supporting your firm's qualifications, or any other information you find appropriate to the Owner's selection.

Selection Criteria

As required by Ohio Revised Code §153.65-71, Great Parks will review, evaluate, and rank all statements of qualifications received based on the following criteria and qualifications previously described.

- Competence of the firm to perform the professional consulting services as evidenced by the technical training, education, and experience of the personnel within the firm who would be assigned to this partnership;
- Ability of the firm in terms of its workload and the availability of qualified personnel, equipment, and facilities to complete the Projects competently and on a timely basis;
- Past performance of the firm as reflected by the evaluations of previous clients, including Owner, with respect to factors such as, but not limited to, control of costs, quality of work and meeting of deadlines;
- Qualifications of the firm’s consultants;
- Location of firm in relation to the Project sites;
- Firm’s approach to:
 - Quality control
 - Coordination of the work with GPHC
 - Site visits and oversight
- Firm’s commitment to conservation and evidence of sensitivity to natural resource preservation in completed work.

The top three ranked consultant teams will be invited to an interview where they will further introduce themselves and discuss their qualifications.

The most qualified consultant team will be selected based on the submittals and interviews.

Consultant Proposal & Price

Following interviews, a scope of service meeting will be held with the top ranked consultant to discuss the project and services in greater detail. The consultant will then submit a proposal and hourly rates. Contract negotiations will proceed, and, if successful, the consultant will contract using Great Parks’ Professional Services Agreement. The consultant’s proposal and other agreed upon documents will be included with the contract documents.

Great Parks Professional Service Agreement

The Great Parks Professional Services Agreement is attached for reference on page 10. Firms may provide any proposed modifications, qualifications, or objections (“proposed modifications”) to the Professional Services Agreement; however, such proposed modifications may be considered in determining the most qualified consultant and any modifications will be at Great Parks’ sole discretion. In submitting their statements of qualifications, firms must assume that the legal terms set forth in the Agreement will not be subject to modification. If selected, information or terms in

the successful firm's proposal that are inconsistent with the Professional Services Agreement will be excluded.

Consultant Selection Schedule

June 22, 2026	Questions and registrations must be submitted to Great Parks
June 26, 2026	Answers returned to questions
July 6, 2026	Statement of Qualifications submittals due
July 8–24, 2026	Submittals reviewed and scored, top rated consultants contacted for interview
August 3 –14, 2026	Interviews with selected consultants
September 4, 2026	Consultant selection, scope of service meeting, proposal submission, and contract review
October 15, 2026	Contract approval by Board of Park Commissioners

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is dated as of the [REDACTED] day of [REDACTED], 20[REDACTED], by and between the Board of Park Commissioners of Great Parks of Hamilton County ("Great Parks"), and [REDACTED] ("Design Firm").

WHEREAS, Great Parks intends to construct [REDACTED] (the "Project").

WHEREAS, in compliance with Ohio Revised Code Section 153.65 *et. seq.*, Great Parks issued a Request for Qualifications to encourage professional design firms to submit a statement of qualifications related to the Project.

WHEREAS, Design Firm submitted its statement of qualifications, and Great Parks, after engaging in the evaluation process outlined in Ohio Revised Code Section 153.69, determined Design Firm to be the most appropriate firm to perform the professional design services and other related tasks necessary to design, with the intent to construct, the Project.

WHEREAS, Design Firm has indicated its willingness to provide the necessary services to design, with the intent to construct, the Project.

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, Great Parks and Design Firm agree as follows:

CONTRACT DOCUMENTS

The Contract Documents governing this Agreement are as follows:

Great Parks' Request for Qualifications;

Design Firm's Statement of Qualifications; and

Proposal dated [REDACTED] (except to the extent that any provision of the Proposal is contrary to, or directly contradicts this Agreement. In such a case, the provisions of this Agreement shall prevail over the Proposal provision, or any document attached thereto).

SCOPE OF SERVICES

Design Firm's services consist of the professional design services described on Exhibit A and as described in the Contract Documents designated in Section 1.1 ("Services"). Unless otherwise agreed to in writing by the Parties, the Services shall be performed by Design Firm, Design Firm's employees and approved subconsultants.

Design Firm agrees to perform all Services specified in the Contract Documents designated in Section 1.1 of, or otherwise listed in, this Agreement and as to any additional work required by Great Parks and accepted by Design Firm consistent with the professional skill and care ordinarily provided by design professionals practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). Design Firm represents that it is engaged in the business of performing services of the type required by this Agreement and that it possesses the requisite experience and technical expertise to perform the Services. Receipt by Design Firm of any approval by Great Parks shall not release or diminish the obligation of Design Firm to perform Services in accordance with this Standard of Care.

Design Firm shall complete the Project in accordance with the schedule set forth on **Exhibit B** ("Schedule").

Consistent with the Standard of Care, Design Firm shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports and other documents and other services furnished by Design Firm and its subconsultants. Design Firm agrees that the design of each part of the Project shall be usable for the purposes for which the buildings, if any, and improvements which constitute the Project are intended. Design Firm agrees that its design for the Project shall be consistent with Great Parks' planned objectives and criteria for both the functions to be accomplished by the construction and improvements and Great Parks' maximum budget for the Project. Design Firm shall, without additional compensation, correct or revise any of its or its subconsultants' errors, omissions or other deficiencies in the design, drawings, specifications, reports and other documents prepared pursuant to this Agreement.

PERSONNEL

Design Firm shall employ or otherwise retain a sufficient number of employees, agents, subconsultants or other persons (“Personnel”) to perform the Services in a timely manner to complete the Project as described in this Agreement. Design Firm shall promptly replace any Personnel that Great Parks, in its reasonable judgment, determines is not performing satisfactorily or is otherwise not acceptable to Great Parks. Any of the foregoing replacements shall be at no additional cost to Great Parks, and any employee, agent or subconsultant selected as a replacement shall be mutually agreed upon by Great Parks and Design Firm.

Great Parks acknowledges that a portion of the Services shall be performed by Design Firm’s subconsultants, [REDACTED]. No additional subconsultants or substitutions of subconsultants shall be permitted without the prior written consent of Great Parks. Each of Design Firm’s subconsultants shall be bound by the terms of this Agreement and shall assume toward Design Firm all of the obligations and responsibilities of Design Firm required by the terms of this Agreement. Design Firm shall not use or authorize the use of any subconsultants or suppliers with which a U.S. entity would be prohibited from dealing under any U.S. Government laws, statutes, regulations, orders or decrees, including, but not limited to, those entities and individuals listed on the U.S. Department of the Treasury list of Specially Designated Nationals or the various lists of prohibited and restricted persons and entities maintained by the U.S. Department of State and Commerce (“Prohibited Entities or Individuals”). Design Firm acknowledges that it shall remain primarily liable and completely obligated under all of the provisions of this Agreement in respect of such contracting/subcontracting arrangements.

In the event that this Agreement is terminated by Design Firm or Great Parks at any time prior to its completion, Design Firm agrees that it will not prohibit (or otherwise interfere with) its subconsultants from contracting directly with Great Parks to continue to perform all of the subconsultant’s obligations, covenants and agreements under subconsultants’ contract with Design Firm for the benefit of Great Parks. The agreement of a subconsultant to continue to perform services pursuant to this Paragraph shall not relieve Design Firm from liability for Services performed prior to the termination of the Agreement or render Design Firm liable for any Services performed by subconsultants pursuant to this Paragraph after termination of the Agreement.

Design Firm shall be responsible for the safety of its Personnel. Design Firm and its Personnel shall comply with all rules and regulations governing the conduct and safety of persons at and about the Project, including any relevant Great Parks' workplace rules. Design Firm shall ensure that Design Firm's Personnel comply with such rules and regulations. Great Parks may remove Personnel who violate any workplace rules.

REPRESENTATIVES

Great Parks' Project Manager and other representatives are designated in **Exhibit C**. Great Parks' representatives shall be Great Parks' representatives in regard to the administration of Design Firm's performance pursuant to this Agreement. Whenever action is to be taken, or approval or acceptance or information given or taken, to or by Great Parks, such action shall be deemed to have been taken or given only if and when so taken or given by Great Parks' representatives. Great Parks' representatives may be changed by Great Parks by written notice to Design Firm.

Design Firm's Principal-in-Charge and other representatives for the Project are also designated in **Exhibit C**. Design Firm's representatives shall be the representative of Design Firm with respect to the administration of this Agreement and are authorized to act on Design Firm's behalf with respect to the Project.

Design Firm's representatives shall not be replaced without the prior written consent of Great Parks. If any of Design Firm's representatives becomes incapacitated or is otherwise unable to perform, then any proposed replacement shall require the written consent of Great Parks. In the event a replacement acceptable to Great Parks is not presented within fourteen (14) days, Great Parks reserves the right to terminate this Agreement.

INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that the relationship of Design Firm to Great Parks shall be that of an independent contractor. With respect to all payments to be made by Great Parks to Design Firm under this Agreement, Great Parks shall not (a) withhold or pay Federal Insurance Contributions Act ("FICA") or other federal, state, or local income or other taxes or (b) contribute to state workers' compensation, unemployment or other funds or programs, including the Ohio Public Employees Retirement System ("OPERS"). Design Firm shall be responsible for any federal, state, or local taxes and FICA. No employee, agent, subcontractor or other person retained by Design Firm to perform the Services shall be entitled to participate in or receive any employee benefit, insurance or other plans or fringe benefits of Great Parks, including without limitation, health, life or disability insurance, retirement benefits, vacation and/or sick leave benefits. Design Firm's only remuneration and entitlement for the services performed pursuant to this Agreement shall be as set forth in Article 7 herein.

Design Firm agrees to indemnify and hold Great Parks harmless from any liability incurred by Great Parks as a result of Design Firm's failure to pay appropriate taxes, or which is otherwise incurred by Great Parks due to Design Firm's financial records and practices, or any part thereof.

If Design Firm is an individual, before Design Firm is entitled to payment under this Agreement, Design Firm shall complete, execute, and return to Great Parks the OPERS Independent Contractor/Worker Acknowledgement Form ("PEDACKN form"), which form is attached hereto as **Exhibit D**. If Design Firm is a corporation, partnership, LLC, or other business entity with fewer than five (5) employees, before Design Firm is entitled to payment under this Agreement, Design Firm must provide the PEDACKN form to each of its employees providing services to Great Parks (including any owner, shareholder or partner of the business providing services to Great Parks) and have those employees complete, execute, and return to Great Parks the PEDACKN form.

Nothing contained herein shall be deemed or construed to (a) make Design Firm the agent, servant or employee of Great Parks or (b) create any partnership, joint venture, or other association between Great Parks and Design Firm. Any direction or instruction by Great Parks in respect of the Services shall relate to the results Great Parks desires to obtain from the Services and shall in no way affect Design Firm's independent contractor status as described herein. Design Firm shall prevent any of its Personnel from representing himself or herself to be an employee of Great Parks. Design Firm does not have authority to enter into contracts on Great Parks' behalf.

DATE OF COMMENCEMENT AND COMPLETION REQUIREMENTS

Unless an extension of the commencement date is granted in writing by Great Parks, Design Firm shall begin work on [redacted], or within fifteen (15) days of the execution of this Agreement by both parties.

Unless the schedule set forth in Exhibit B is revised pursuant to Article 10 or 11 of this Agreement, Design Firm shall achieve Substantial Completion of this Project not later than [redacted]. For purposes of this Agreement, Substantial Completion is defined as ninety percent (90%) completion of the services/deliverables outlined in this Agreement.

COMPENSATION

Great Parks shall pay the Design Firm for its performance under this Agreement an amount not to exceed [redacted] dollars (\$ [redacted]). This fee shall be distributed across the design tasks as follows:

Design Task	Deliverable	Fee
Task 1: [redacted]	[redacted]	\$ [redacted]
Task 2: [redacted]	[redacted]	\$ [redacted]

In addition to the maximum payment amount set forth above, Great Parks agrees to pay the Firm its expenses up to [REDACTED] (\$ [REDACTED]) for reimbursable items outlined in **Exhibit E** attached hereto. Payments due for Reimbursable Expenses shall be paid to the Firm pursuant to Section 7.4 of this Agreement.

The costs associated with subconsultants and any other person or entities employed or retained by the Design Firm but not listed as reimbursable expenses in **Exhibit E** hereto shall be born entirely by the Design Firm. No payments shall be made by Great Parks to cover the expenses of such subconsultants/persons/entities.

Payment for the amounts outlined in Section 7.1 of this Agreement; payments for Design Firm's reimbursable expenses (Sections 7.2 and 8.1); and payments for amounts agreed upon for Design Firm's approved additional services (Article 9) shall be made monthly per percentage completion as follows:

Application:

Applications for payment shall be submitted in electronic form by Design Firm to parkdistrictap@avidbill.com and the person designated as Great Parks' Project Manager on Exhibit C. Applications for payment shall include:

- Date;
- Project Name;
- Application for Payment Number;
- Application for Payment Total;
- Purchase Order Number;
- Company Name;
- Great Parks Project Manager;
- List of payment items with contract value, percentage complete, amount earned to date, previous amount billed, and current amount due;
- Itemized reimbursable expenses; and

- Other information or certifications as requested by Great Parks to substantiate the payment requested.

Information included in any payment application shall be based on actual services performed and shall include all documentation and information necessary to substantiate the accuracy of each application.

Incomplete Applications:

Failure to provide all of the information requested by Great Parks may result in rejection of the Application. Rejected Applications for Payment will be returned to the Design Firm, in whole or in part, by electronic transmission. The Design Firm may resubmit a revised Application for Payment to Great Parks at any time. At its sole discretion, and in lieu of the above rejection methodology, Great Parks may notify the Design Firm of, and remedy, defective and/or incomplete Applications for Payment by alternative means such as telephone communications with Design Firm.

Determination:

Upon determination by Great Parks that the Services for which payment has been requested have been completed in compliance with the specifications and requirements contained in the Contract Documents designated in Section 1.1 of, or otherwise listed in, this Agreement and that no reason exists not to pay the amount requested by Design Firm in its Application for Payment, Great Parks' Project Manager or other authorized employee shall submit Design Firm's Application for Payment through Great Parks' accounts payable process for payment. Payments shall be due and payable to Design Firm within forty-five (45) days after submission of an Application for Payment, including evidence of completion, to Great Parks' accounts payable process.

Upon receipt of payment from Great Parks, Design Firm shall promptly pay each subconsultant and each supplier, out of the amount paid to Design Firm, the amount to which each subconsultant or supplier is entitled, which amounts are listed in the affidavit submitted by Design Firm with the Application for Payment. If requested by Great Parks, Design Firm shall furnish affidavits and waivers of lien by Design Firm and each of its subconsultants waiving its right to file a lien against the Project for Services covered by the previous Application for Payment and attesting that Design Firm has paid in full all wages for labor and all invoices for materials for Services that were included in the previous Application for Payment for which payment was made by Great Parks.

Great Parks shall have the right, in its sole discretion, to issue checks directly to any unpaid subconsultants, persons, or entities for amounts owed to them by Design Firm relating to any Application for Payment from Design Firm, or to issue joint checks to Design Firm and such unpaid entities for such amounts. The amount of such payment(s) shall then be deducted from the compensation for Services. No such payments by Great Parks under this Section 7.6 shall be deemed to create a contractual relationship between Great Parks and any such subconsultants, persons or entities claiming payment under Design Firm.

Design Firm shall keep and make available for the inspection, examination and audit by Great Parks and its employees, agents, representatives, attorneys and auditors, at all reasonable times in a location reasonably acceptable to Great Parks, all data, including the records of all receipts, costs and disbursements made by Design Firm, all books, accounts, memoranda and all or any other documents indicating, documenting, verifying or substantiating the cost and appropriateness of any and all expenditures and receipts related to this Project.

Design Firm, by accepting final payment, waives all claims except those it previously made in writing and that remain unsettled at the time of acceptance of final payment. Nothing contained herein shall be deemed or construed as waiving any pending or asserted claim on the basis of final payment if, prior to final payment, Great Parks has received from Design Firm notice of the pending or asserted claim.

REIMBURSABLE EXPENSES

Great Parks shall pay Design Firm for reimbursable expenses in addition to the compensation for Design Firm's services so long as such expenses are of the type listed in **Exhibit E** attached hereto and are directly related to this Project.

Reimbursable expenses shall be billed to Great Parks at Design Firm's actual cost.

Reimbursable expenses shall not exceed a total of [REDACTED] dollars (\$ [REDACTED]) without the prior written approval of Great Parks.

ADDITIONAL SERVICES

Should Great Parks require Design Firm to perform additional services beyond those specified in the Contract Documents designated in Section 1.1 of, or otherwise listed in, this Agreement or incidental thereto, Design Firm shall be entitled to additional compensation for such additional services. If the additional services will impact the schedule set forth in **Exhibit B**, the parties will agree on a modified schedule and commit such schedule to writing (in the form of a revised **Exhibit B**) prior to the commencement of any additional services.

Design Firm shall notify Great Parks' Project Manager in writing immediately if it feels that Additional Services have been requested or are required. Design Firm agrees that it shall have no claim to additional work unless a written amendment to the Agreement therefore is executed by Great Parks prior to the commencement of any claimed additional work or services. Failure of Design Firm to obtain Great Parks' prior written authorization for additional work or services shall be deemed a waiver of any claim for compensation or a revised schedule relating to such additional work or services.

If additional work or services are approved in writing by Great Parks, the maximum compensation for each additional service shall be established at the time the additional work is proposed and accepted, and Great Parks shall pay Design Firm for the work to complete the additional work on the basis of the rates established in **Exhibit F** hereto, or as mutually agreed by the Parties in writing if the rate for such additional work is not included on **Exhibit F**. Under no circumstances shall the compensation for the additional service(s) exceed the maximum compensation established by the Parties at the time the additional work was accepted.

TIME OF PERFORMANCE

Time is of the essence in the performance of the Services under this Agreement.

Great Parks shall furnish the required information and services and shall render approvals and decisions with reasonable promptness to minimize delay in the orderly progress of the Services; provided, however, it shall be Design Firm's responsibility to timely advise Great Parks of all time requirements and restraints with respect to such approvals and decisions.

Design Firm shall diligently and continuously execute and complete the Services and coordinate the Services with the other work being performed on the Project in accordance with the Schedule outlined in **Exhibit B** (or as **Exhibit B** is revised to account for additional services, if any), and any other scheduling requirements listed in the Agreement, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the other work or services being performed for the Project.

If Design Firm fails to perform any of the Services in accordance with the time, sequence or completion requirements of this Agreement, then Design Firm shall, at its expense, schedule such overtime work and make such increases in its working forces as Design Firm may require in order for Design Firm to promptly cure its failure to comply with this Agreement.

EXTENSIONS OF TIME

If the performance by either Party of any obligation hereunder shall be delayed for any reason beyond such Party's reasonable control, the time for the performance thereof shall be extended for a period equal to the greater of (a) the number of days of such delay or (b) the number of days reflecting the impact of the incident causing the delay, provided that the Party claiming delay has provided the other Party with prompt written notice of the occurrence of such delay. Without limiting the foregoing, any delay caused by acts of God, wars, riots, embargoes, act of civil or military authorities, fires, floods, quarantines, or unusually severe, unfavorable or catastrophic weather conditions, failure of any government agency to act in timely manner, or discovery of any hazardous substances or differing site conditions shall be deemed a delay caused by reasons beyond a Party's reasonable control, but financial inability to perform shall not be considered a delay beyond a Party's reasonable control.

DESIGN FIRM'S REPRESENTATIONS AND WARRANTIES

Design Firm represents and warrants to Great Parks:

The Services shall be performed in a professional and workmanlike manner in strict accordance with all federal, state and local laws, rules, and regulations and consistent with any contract documents and instructions from Great Parks;

Design Firm and its Personnel performing the Services are qualified, experienced, licensed as required and skilled to perform the Services;

The Work Product (as defined in Article 18) will not infringe the proprietary rights of any third party (except to the extent that such Work Product contains Great Parks' Materials (as defined in Article 18), in which case Work Product may rely on proprietary rights of Great Parks as approved by Great Parks;

The Work Product shall be free from any security interests, encumbrances or adverse claim of title;

The Services furnished by Design Firm and its Personnel shall be performed in compliance with all applicable laws, ordinances, and regulations;

Design Firm is not subject to any agreement that would prohibit it or restrict it from providing the Services hereunder;

Design Firm has the resources, including without limitation, the technology, software, facilities, materials, and personnel necessary to perform its obligations under this Agreement and to adequately safeguard the Great Parks' Materials (as defined in Article 18) from intentional or inadvertent disclosure;

To the extent the Services include the identification of, or recommendation for, third parties to supply goods or services to Great Parks, Design Firm does not have, nor shall enter into, any agreements, arrangements, or understandings under which Design Firm is paid a commission, brokerage fees, finders fees or any other type of compensation related to such identification, recommendation or provision of goods or services by such third parties.

Any information provided by Design Firm to Great Parks in connection with this Agreement is and shall be true, correct and complete in all material respects; and

This Agreement has been executed by a duly-authorized representative of Design Firm.

Great Parks' remedies with respect to Design Firm's breach of the foregoing warranties related to the Services and Work Product are: (1) either (i) the replacement of non-conforming or defective Work Product, or re-performance of the Services, as the case may be at Design Firm's expense within twenty-one (21) days of Great Parks' notice to Design Firm; (ii) Great Parks' issuance of a debit memo to Design Firm for the value of the non-conforming or defective Work Product or Services; or (iii) a cash refund from Design Firm for the value of the non-conforming or defective Work Product or Services; and (2) any reasonable direct costs incurred by Great Parks resulting from the non-conforming or defective Work Product or Services. The foregoing is not intended to and shall not relieve Design Firm for claims related to death, bodily injury or property damage. The remedies outlined in this Section are in addition to all other rights and remedies available at law or in equity in connection with the breach of the warranties. The parties will work together to determine the appropriate remedy for any breach of this Article. In the event that the parties cannot reach agreement as to the appropriate remedy in a time period acceptable to Great Parks, the parties will utilize the dispute resolution provisions in Article 21 to establish the appropriate remedy.

PERMITS; LICENSES; COMPLIANCE WITH LAWS

Design Firm shall secure, pay for and keep in effect all licenses, permits and inspection certificates necessary for the proper execution and completion of the Services and shall deliver all certificates of inspection and other certificates and permits to Great Parks.

Design Firm and its Personnel shall comply with applicable laws, ordinances, codes, rules and regulations of governmental entities in the performance of the Services pursuant to this Agreement.

DRONE USAGE

Should Design Firm, in its reasonable discretion, determine that use of a drone or unmanned aerial system (“UAS”) would be beneficial to the Project or the Work Product, Design Firm shall ask the Project Manager specified in Exhibit C to apply to Great Parks’ Chief Executive Officer for authorization for Design Firm to use the UAS or drone on Great Parks’ premises consistent with Great Parks’ Drone Policy, which authorization Great Parks Chief Executive Officer shall provide or withhold in his or her sole discretion. If Design Firm is authorized to use a UAS or drone for the Project, Design Firm shall share with Great Parks:

Any and all edited and raw video resulting from the UAS or drone;

Any and all raw data resulting from the UAS or drone, including, but not limited to, flight logs, individual photos from any and all UAS/drone flight(s), and any ground control used; and

Any and all processed data resulting from the UAS or drone, including, but not limited to, point cloud, textured mesh, orthophoto, digital surface model, and digital terrain model.

All data and other material resulting from the UAS or drone shall be considered “Work Product” as set forth in Article 18 and shall be handled accordingly.

DEFAULT AND TERMINATION

Great Parks may suspend the Services by written notice to Design Firm. In such event, the Schedule shall be adjusted accordingly, and Design Firm's compensation may be adjusted to the extent, if any, that additional and necessary costs are incurred by reason of such suspension. No adjustment shall be made to the extent (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design Firm is responsible; or (2) that an equitable adjustment is made or denied under another provision of this Agreement. If Design Firm, in its reasonable judgment, believes that a suspension is warranted by reason of unforeseen circumstances that may adversely affect the quality of the Services or Project, then Design Firm shall immediately notify Great Parks of such belief and describe with particularity the reasons therefor.

If Design Firm defaults or fails or neglects to carry out the Services in accordance with this Agreement, or disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction, or fails to perform any provision of this Agreement, then Great Parks may, after seven (7) days' written notice to Design Firm, and without prejudice to any other remedy it may have, make good such deficiencies and, at its option, terminate this Agreement. In the event of any such termination, Great Parks shall have the right to finish the Services by whatever method it may deem expedient. The right to terminate is in addition to all other rights and remedies listed in this Agreement or otherwise available at law or in equity in connection with the breach of this Agreement.

This Agreement may be terminated by Great Parks for convenience and without cause upon fourteen (14) days' written notice to Design Firm. In the event of such termination, Design Firm shall, as directed by Great Parks, discontinue the Services and remove its materials and employees from the Project site. Design Firm shall take such action as may be necessary to terminate its agreements with its subconsultants, and to minimize its losses resulting from such termination. Upon Great Parks' termination for convenience, Design Firm shall be entitled to payment for Services completed but not any lost profit or fee on Services not performed. Notwithstanding anything to the contrary herein, upon any termination of this Agreement, Design Firm shall deliver (or cause to be delivered) to Great Parks copies of all Work Product (defined in Article 18) completed up to the time of termination in both hard copy and suitable electronic form.

If Great Parks defaults or fails to perform its obligations as outlined in this Agreement, then Design Firm may, after fourteen (14) days' written notice to Great Parks, and without prejudice to any other remedy it may have, terminate this Agreement. Design Firm shall be entitled to payment for Services completed but not for any lost profit or fee on Services not performed. Notwithstanding anything to the contrary herein, upon any termination of this Agreement, Design Firm shall deliver (or cause to be delivered) to Great Parks copies of all Work Product (defined in Article 18) completed up to the time of termination in both hard copy and suitable electronic form.

DATA SECURITY

If Design Firm has access to Great Parks Data or connects to any Great Parks Network, Design Firm will implement and maintain a secure processing environment through the use of firewalls, virtual private networks (VPN), and other security technologies. Design Firm further agrees that any and all Great Parks Data which is stored on any portable or laptop computing device or any portable storage medium will be encrypted. For purposes of this Agreement, "Great Parks Data" means any data of Great Parks, including without limitation, personally identifiable information, to which Design Firm has been given access, custody or control.

If Design Firm believes, or has reason to believe that any unauthorized destruction, loss, alteration of or access to Great Parks Data has occurred (a "Security Incident"), Design Firm will notify Great Parks of such Security Incident and take steps to provide Great Parks with assurance satisfactory to Great Parks that such Security Incident will not recur. Design Firm shall reimburse Great Parks for Notification Costs and Claim Costs as described herein arising from a Security Incident or other breach in the security of any Great Parks Data. "Notification Costs" shall mean and include any and all verifiable costs (including, without limitation, attorneys' fees) incurred by Great Parks in investigating whether notification of individuals is required and the preparation and delivery of any appropriate notices to individuals and the provision of appropriate credit monitoring services. "Claim Costs" shall mean and include costs incurred by Great Parks in respect of claims that allege injury or damage by reason of the release, loss, or unauthorized use or disclosure of any Great Parks Data resulting from Design Firm's actions.

CONFIDENTIALITY

Great Parks Confidential Information:

Design Firm and its Personnel and agents shall hold the proprietary information of Great Parks in strict confidence and shall not, directly or indirectly, use or disclose any such proprietary information at any time, now or in the future, other than for the benefit of Great Parks or as required by law. Immediately upon termination of Design Firm's assignment, or when requested by Great Parks at any time, Design Firm shall return, and, at the request of Great Parks, shall certify that Design Firm has returned all of Great Parks' property.

If Great Parks notifies Design Firm of the confidentiality of the information or Design Firm otherwise has reason to know information in Design Firm's possession constitutes the confidential information of another person or entity, Design Firm shall hold the confidential information of such person or entity in strict confidence and shall not, directly or indirectly, use or disclose any such confidential information at any time, now or in the future, other than for the benefit of such person or entity or as required by law. If Great Parks is or becomes party to a confidentiality agreement with respect to the confidential information of another person or entity, then upon receipt of a copy of such confidentiality agreement, Design Firm shall abide by all

applicable provisions of such confidentiality agreement as if Design Firm was a party to such confidentiality agreement.

If Design Firm is legally compelled (by a public records request, written interrogatory, deposition, court order, request for information or documents, subpoena, civil investigative demand or similar compulsory process) to disclose any confidential information of Great Parks, then Design Firm shall promptly provide written notice to Great Parks to enable Great Parks to seek a protective order, in camera process or other appropriate remedy to avoid public or third-party disclosure of its confidential information. If such protective order or other remedy is not obtained within seven (7) calendar days of such written notice being received, Design Firm may furnish the requested confidential information.

If this Agreement allows Design Firm access to "customer/guest information," then: (i) Design Firm acknowledges that such customer/guest information is confidential; (ii) Design Firm shall hold all customer/guest information in strict confidence and use it only for the explicit purpose of performing its obligations under this Agreement; (iii) Design Firm shall disclose customer/guest information only to its Personnel who need to know or need to have access to the customer/guest information; (iv) within ten business days of the date this Agreement terminates or expires, or upon request by Great Parks, Design Firm shall destroy or return to Great Parks all customer/guest information; and (v) Great Parks shall be entitled to audit Design Firm's compliance with the provisions of this Section.

Design Firm Confidential Information:

Design Firm acknowledges that this Agreement and other records in the possession or control of Great Parks regarding the Services may be public records under Ohio Revised Code Section 149.43 and may be open to public inspection unless a legal exemption applies.

If Great Parks is legally compelled (by a public records request, written interrogatory, deposition, court order, request for information or documents, subpoena, civil investigative demand or similar compulsory process) to disclose any confidential information of Design Firm, then Great Parks shall promptly provide written notice to Design Firm to enable Design Firm to seek a protective order, in camera process or other appropriate

remedy to avoid public or third-party disclosure of its confidential information. If such protective order or other remedy is not obtained within seven (7) calendar days of such written notice being received, Great Parks may furnish the requested confidential information.

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OWNERSHIP OF work product

The term “Work Product” throughout this Agreement means all Project-related documents prepared by Design Firm while performing the Services, including all drawings, specifications, reports, documentation, and any deliverables set forth in Exhibit A.

Except as otherwise provided in this Article 18, Great Parks alone owns the Work Product and every right, title, and interest in the Work Product. Work Product does not include standard details and specifications regularly used by the Design Firm or any of its consultants in its normal course of business that are included in the Work Product or design and details developed based on Design Firm’s expertise or prior experience that are incorporated in the Work Product (“Retained Design Work”). The Design Firm grants to Great Parks an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use any Retained Design Work 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. The Design Firm further grants to Great Parks an irrevocable, non-exclusive, perpetual, freely assignable, and royalty-free license to copy, reproduce, distribute, and otherwise use any Retained Design Work for future Great Parks’ projects. Design Firm may retain copies, including reproducible copies of the Work Product for information, reference, and the performance of the Services. Great Parks grants to Design Firm and its consultants a nonexclusive, royalty-free license to copy, reproduce, distribute, and otherwise use the Work Product in relation to the performance of the Services.

Design Firm will cause all of its Personnel and subconsultants to assign any right they may have in the Work Product to Great Parks. Design Firm shall have a provision in its agreements with any subconsultants requiring subconsultants to assign any right it may have in the Work Product to Great Parks.

Notwithstanding the foregoing, Design Firm shall retain all right and title in any intellectual property developed by, owned by, or licensed to Design Firm before the commencement of the Services, (the "Pre-Owned IP"). To the extent the Work Product contains Pre-Owned IP, Design Firm hereby grants to Great Parks a fully paid-up world-wide right and license to the Pre-Owned IP, solely for the purposes of utilizing the Work Product.

Should Great Parks desire to use any of the Work Product for an addition to, remodeling or rehabilitation of, or change to any one or more of the Project improvements built on the basis of the Work Product ('subsequent improvements) or to use the Work Product in the development or construction of other projects, Great Parks shall release Design Firm from any liability for such use and shall engage such professionals, if any, as it deems necessary to incorporate the Work Product into the subsequent improvement or other projects. The term "other projects" as used in this section does not include additions to, remodeling or rehabilitation of, or change to any one or more of the improvements built on the basis of the Work Product for this Project.

INSURANCE; INDEMNIFICATION

Design Firm shall carry and maintain, at its own cost, with such companies as are reasonably acceptable to Great Parks, liability insurance that shall include, at a minimum, the limits of liability and other requirements set forth in **Exhibit G**.

Design Firm shall indemnify and hold harmless Great Parks and its officers and employees for liabilities that Great Parks, its officers or employees, incur for the death of or injury to a third party that is proximately caused by the provision of the work, services, studies, planning, surveys, or preparatory work. The indemnification provided herein shall only be for the liabilities incurred from the proportionate share of the tortious conduct, as determined pursuant to section 2307.23 of the Revised Code, of Design Firm or any consultant, subconsultant, or other entity used by the Design Firm, in performing Services under this Agreement. Design Firm shall defend Great Parks against such claims, utilizing such legal counsel as is provided by Design Firm's insurance carrier. If Great Parks determines it is in its best interest to obtain additional counsel, it may do so at its own expense.

For purposes of applying Section 19.2, the term "injury" shall have the same meaning as the definition of "injury" contained in Section 153.81(E)(1) of the Ohio Revised Code and shall include: (i) bodily injury to a person; (ii) sickness or disease of a person; (iii) injury to or destruction of tangible property of a third party to the public improvement; and (iv) injury, claims, damages, or loss arising from or related to the infringement of intellectual property. "Intellectual property" shall mean any invention, discovery, work of authorship, creative work, or architectural work that may be subject to protection under federal or state patent, copyright, trademark, or trade secret laws.

Design Firm shall cause each agreement between it and any of its subconsultants to contain an indemnification provision for the benefit of Great Parks, its officers and employees which is in compliance with this Article and Section 153.81 of the Ohio Revised Code.

DISCRIMINATION

In carrying out this Agreement and pursuant to Ohio Revised Code Section 153.59, Design Firm agrees that:

- a. Design Firm, its subconsultant, or any person acting on Design Firm or a subconsultant's behalf, shall not discriminate against any citizen of the state in the hiring of employees for the performance of Services under this Agreement or any subcontract related hereto by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, veteran status, gender identity or expression, mental or physical disability, or genetic information;
- b. Design Firm, its subconsultant, or any person acting on Design Firm or a subconsultant's behalf, shall not discriminate in any manner against or intimidate any employee hired for the performance of work under the Agreement on account of race, creed, sex, disability or military status as defined by section 4112.01 of the Revised Code, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, veteran status, gender identity or expression, mental or physical disability, or genetic information. Employment actions for which discrimination is

prohibited shall include, but are not limited to, the following: upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

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Design Firm shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Design Firm shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, national origin, national ancestry, sex, pregnancy, gender, sexual orientation, military service or veteran status, gender identity or expression, mental or physical disability, or genetic information.

DISPUTE RESOLUTION

Design Firm and Great Parks shall attempt to resolve any controversy arising out of or related to this Agreement through discussions between Design Firm's representative and Great Parks' representative identified in **Exhibit C**. If a claim cannot be resolved through such good faith negotiations, and before proceeding to litigation in accordance with Section 20.3 hereof, such claims, disputes, or other matters in controversy arising out of or related to this Agreement shall be, upon Great Parks' approval, subject to mediation. In such event, Great Parks and Design Firm shall use good faith efforts to resolve any claims or disputes related to this Agreement by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect as of the Effective Date. A request for mediation shall be made in writing, delivered to Great Parks, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of other court proceedings but, in such event, mediation shall proceed in advance of such court proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Hamilton County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

All claims and/or disputes of any nature whatsoever arising out of or related in any way to this Agreement between Design Firm and Great Parks not otherwise settled through mediation shall be resolved exclusively through a federal or state court located in Hamilton County, Ohio, and the Parties consent to the exercise of personal jurisdiction by and exclusive venue in such courts.

Pending final resolution of a claim, dispute or other matter in controversy arising out of or related to this Agreement, Design Firm shall proceed diligently with performance of this Agreement and Great Parks shall continue to make payments in accordance with this Agreement.

MISCELLANEOUS

The Contract shall be governed by the laws of the State of Ohio without regard to choice of law principles.

Great Parks and Design Firm, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Agreement. Neither party shall assign this Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

Except as otherwise stated in this Agreement, all notices required to be given by Design Firm to Great Parks shall be given in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a reputable courier service (e.g., Federal Express), to Great Parks at the following address or such other address as Great Parks may specify from time to time by notice to Design Firm. Notices shall be deemed given upon receipt.

Great Parks of Hamilton County
Attention: Chief Executive Officer
10245 Winton Road
Cincinnati, Ohio 45231

Except as otherwise stated in this Agreement, all notices required to be given by Great Parks to Design Firm shall be given in writing and (i) personally delivered, (ii) deposited in the United States mail, first class, postage prepaid, or (iii) delivered by a reputable courier service (e.g., Federal Express), to Design Firm at the following address or such other address as Design Firm may specify from time to time by notice to Great Parks. Notices shall be deemed given upon receipt.



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Duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by Great Parks or Design Firm shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder except as may be specifically agreed in writing. No terms of this Agreement or the nature and extent of the Services under this Agreement shall be waived, modified or amended except in a written agreement signed by Great Parks and Design Firm.

The invalidity of any part or provision of this Agreement shall not impair or affect in any manner the validity and enforceability or effect of the remaining parts and provisions of this Agreement.

In no event shall any interest be due and payable by Great Parks to Design Firm, any subconsultants or any other party on any of the sums payable by Great Parks under this Agreement, including, without limitation, the sums, if any, which Great Parks is authorized to retain pursuant to this Agreement.

No applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Services that is not in accordance with the requirements of this Agreement that would not be visible or apparent upon conducting a reasonable investigation, and that is not discovered by Great Parks until after the date which, but for this Section 22.9, would be the date of commencement of the applicable statute of limitations; the applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by Great Parks.

Design Firm shall pay all costs and expenses of Great Parks, including attorneys' fees incurred by Great Parks in connection with enforcement of the performance by Design Firm of the terms and provisions of this Agreement. In connection therewith, any amounts due by Design Firm to Great Parks pursuant to the terms of this Agreement shall bear interest thereon from the date due to the date paid at an annual interest rate equal to the lower of (i) four percent (4%) over the prime rate, and (ii) the highest rate permitted by law. As used herein the "prime rate" shall mean the rate of interest published from time to time as the "Prime Rate" in The Wall Street Journal under the heading "Money Rates."

This Agreement supersedes and cancels any written or oral agreements made prior to the Effective Date and shall constitute the only agreement between Design Firm and Great Parks with respect to the Services or any portion thereof covered by this Agreement.

This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

By entering into this Agreement, the Parties agree on behalf of themselves, their officers, employees, subconsultants, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

Except as otherwise expressly provided herein, all rights and remedies provided in this Agreement are in addition to all other rights and remedies available at law or in equity.

Design Firm and Great Parks each have full power and authority to enter into this Agreement and the persons signing on behalf of the respective parties hereto are authorized to do so.

Design Firm shall not discuss this Agreement, its contents, or the Project with the media, use Great Parks' name or logos or issue any press release or other public statement related hereto, unless authorized in writing by Great Parks, which authorization may be withdrawn by Great Parks at any time. Publicity prohibited hereunder shall include, but not be limited to, press releases, press interviews, magazine articles, trade show displays, customer lists, web sites, social media sites, Design Firm success stories, testimonials, and present or prospective client references. Nothing in this Agreement shall be construed to grant Design Firm or any other individual or entity any rights in and/or to the name, any trademark, any logo, and/or any other property of Great Parks.

All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement. The following Exhibits are attached to this Agreement:

- Exhibit A -- Description of Services
- Exhibit B -- Schedule of Work
- Exhibit C -- Designation of Great Parks & Design Firm's Representative
- Exhibit D -- OPERS PEDACKN Form
- Exhibit E -- Permissible Reimbursable Expenses
- Exhibit F -- Established Rates for Additional Services
- Exhibit G -- Insurance Requirements

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This Agreement is executed as of the Effective Date.

BOARD OF PARK COMMISSIONERS OF GREAT
PARKS OF HAMILTON COUNTY

By: _____

Andrew Collins
Chief Financial Officer

Execution Date:

NAME OF DESIGN FIRM

By: -----

Principal

Execution Date:

APPROVED AS TO LEGAL FORM BY:

Laura A. Abrams
Legal Counsel

EXHIBIT A

DESIGN FIRM PROPOSAL

Design Firm will perform all of the services listed in the RFQ, including, but not limited to the following services:



To the extent that any language contained in the Design proposal conflicts with any language contained in this Agreement, the language in this Agreement shall control.

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EXHIBIT B

SCHEDULE OF SERVICES

Design Firm shall comply with the dates set forth below:

Service/Deliverable	Date Established for Completion
Start of Professional Services	
Task 1:	
Task 2:	

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EXHIBIT C

DESIGNATION OF REPRESENTATIVES

Great Parks' Project Manager for this Project is [REDACTED]. Other Great Parks' representative(s) for this Project is/are [REDACTED].

Design Firm's Principal-in-Charge for this Project is [REDACTED]. Other Design Firm representative(s) for this Project is/are [REDACTED].

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OPERS PEDACKN FORM

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EXHIBIT E

PERMISSIBLE REIMBURSABLE EXPENSES

Reimbursable expenses include such items as printing/reproductions, special materials/services, photography, mileage, delivery/postage services and permits and travel expenses.

The following additional items/services are reimbursable expenses:



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EXHIBIT F

ESTABLISHED RATES FOR ADDITIONAL SERVICES

Additional services may be requested by Great Parks, in which event Design Firm shall be entitled to additional compensation. The additional compensation may be based on fixed fees as established below; based on hourly rates as established below; or negotiated and determined by the parties as outlined in Article 4 of the Agreement. The compensation amount or methodology for all additional services shall be agreed to in writing prior to the commencement of services.

A. Fixed Fee Services:

Service	Fee

B. Services Compensated by Hourly Fees: Any additional services compensated based upon hourly rates shall not exceed the following hourly rates:

Occupation/Title	Hourly Rate
Principal in Charge	\$Hourly rate stated numerically
Project Managing Architect	\$Hourly rate stated numerically
Project Architect	\$Hourly rate stated numerically
Project Designer	\$Hourly rate stated numerically
Occupation (such as Architect)	\$Hourly rate stated numerically
Occupation (such as Architect)	\$Hourly rate stated numerically

Occupation (such as Architect)	\$Hourly rate stated numerically
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EXHIBIT G

INSURANCE REQUIREMENTS

Design Firm shall purchase and maintain at its own expense, or cause to be purchased and maintained, for a period of at least two years after final completion of this Project, the insurance as specified below. All insurance required hereunder shall apply to and cover loss or liability caused by, arising from, or resulting from the goods, products or services performed or required to be performed, provided or required to be provided as follows.

Commercial General Liability Insurance including without limitation, contractual liability coverage, products and completed operations coverage, and coverage described below, insuring Design Firm against all claims for bodily injury (including death), property damage and personal injury arising out of use and occupancy of the premises or ways adjacent thereto by Design Firm or from the conduct of his/her business. Such insurance shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, One Million Dollars (\$1,000,000) per occurrence for personal injury and Two Million Dollars (\$2,000,000) General Aggregate.

Commercial Auto Liability Insurance including without limitation, coverage for vehicles owned, non-owned, or hired by Design Firm with combined single limits of not less than One Million Dollars (\$1,000,000) bodily injury and property damage.

Employer's Liability Insurance coverage insuring against claims for bodily injury (including death and or disease), with limits of liability of not less than One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate.

Excess/Umbrella: The General Liability insurance limit, Auto Liability insurance limit and Employers Liability insurance limit requirements may be satisfied by the purchase and maintenance of any combination of primary, Excess and Umbrella insurance.

Worker's Compensation: Design Firm shall at all times during the term of this Agreement subscribe to and comply with applicable Workers' Compensation laws of

the State of Ohio and pay such premiums as may be required thereunder. Certificates evidencing such coverage shall be submitted to Great Parks upon the effective date of this Agreement and at such other times as Great Parks may request.

Professional Liability Insurance, if Services or Work performed or provided include activities that could result in or give rise to a Professional Liability (Errors and Omissions) claim or loss, then Design Firm shall purchase and maintain Professional Liability insurance with a limit of not less than \$1,000,000 per claim; \$2,000,000 annual aggregate, insuring against claims for damages by reason of any act, error or omission committed or allegedly committed by Design Firm, provided that if such Professional Liability insurance is written on a claims-made form, then such coverage shall be maintained for a period of not less than thirty-six (36) months from the date of completion of the Services or Work under these Contract Documents and shall have a retroactive date of not later than commencement of such Services or Work.

Third-Party Over Claims. In any and all claims against Design Firm or Great Parks, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damage compensation or benefits payable under workers' compensation acts, disability benefits or other employee benefit acts. As between Great Parks and Design Firm, Design Firm expressly waives its immunities under Ohio Revised Code Chapter 4123 or any similar worker compensation statutory immunity for purposes of conforming the indemnity obligations of Design Firm. Design Firm shall require similar waivers from all subconsultants.

Additional Insured. Great Parks (i.e., the Board of Park Commissioners of the Great Parks of Hamilton County), who by reference, shall include Great Parks' officers, elected or appointed officials, employees, agents, and volunteers shall be named as an additional insured on Design Firm's Commercial General Liability policy, Automobile Liability policy, Excess/Umbrella Liability policy.

Policies to be Primary; Design Firm Responsible. The insurance policies Design Firm is required to purchase and maintain pursuant to this Agreement shall be primary to any and all insurance policies or self-insurance maintained by Great Parks, which

shall not contribute therewith. Design Firm shall be solely responsible for any and all loss, damage, or liability resulting from deductibles, self-insured retentions, or uninsured occurrences with respect to such policies.

Evidence of Insurance. Design Firm shall submit to Great Parks within ten (10) calendar days after signing this Agreement, and not more than thirty (30) days prior to commencement of the services and products hereunder, Acord form certificates evidencing the effectiveness of the insurance policies required of Design Firm herein. Design Firm shall, within thirty (30) days of Great Parks' request during the term of this Agreement, provide Great Parks with a complete copy of all insurance policies purchased and maintained by Design Firm pursuant to this Agreement. Annually for a period of three (3) years following the expiration of this Agreement, Manager, upon written request from Great Parks, shall promptly provide Great Parks with Acord form certificates of insurance evidencing the effectiveness of the insurance coverages required pursuant to this Agreement, and if requested by Great Parks, a complete copy of all insurance policies then in effect pursuant to this Agreement. All certificates provided pursuant to the foregoing shall reflect all insurance coverages required herein and specifically refer to this Agreement and the existence and form of additional insured status required to be granted to Great Parks.

Acceptance of Certificates. Great Parks' acceptance of any certificate of insurance evidencing Design Firm's insurance coverage and limits does not constitute approval or agreement by Great Parks that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements of this Agreement. Failure of Great Parks to demand such a certificate or other evidence of full compliance with these requirements or failure of Great Parks to identify a deficiency from the documentation or other evidence provided to it shall not be construed as a waiver of the Design Firm's obligations to maintain insurance in the types and amounts detailed in this Agreement.

Contents of Insurance Policies. Design Firm's insurance policies shall contain a clause that provides that such policies may not be cancelled, non-renewed or materially changed until at least thirty (30) days after written notice of such cancellation, non-renewal or change in coverage to the Board of Park Commissioners of Great Parks of Hamilton County.

Selection of Insurance Company. All insurance policies required under this Agreement shall be placed with insurance companies listed in the latest edition of “Best’s Insurance Guide and Key Ratings” with a policy rating of at least A and a financial size category of X.

No Limitation. The types and limits of insurance to be purchased and maintained by Design Firm pursuant to this Agreement shall not be deemed to constitute a limitation of Design Firm’s liability or indemnification obligations under this Agreement or otherwise existing or arising.

Notice of Occurrence. Upon Design Firm’s knowledge of any occurrence, event, incident, or claim involving, resulting in, causing, or relating to any injury, damage or destruction to persons, property of Design Firm or others, or the Services Premise, Design Firm shall immediately provide Great Parks with written notice of such occurrence, event, incident or claim(s) with reasonable detail.

Failure to Comply. Failure to comply with any aspect of this Section shall be grounds for immediate termination of this Agreement.

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