

ORDINANCE 2018-05

AN ORDINANCE AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR AND/OR MAYOR OF THE VILLAGE OF COMMERCIAL POINT TO ENTER INTO CONTRACTS WITH M-E COMPANIES, DBA IBI GROUP, AND DECLARING IT AN EMERGENCY.

WHEREAS, The Village desires to contract with M-E Companies, dba IBI Group [hereinafter “IBI”] for professional consulting services; and

WHEREAS, the Village Engineer is familiar with and satisfied with the quality of service provided by IBI; and

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Commercial Point, Ohio that:

SECTION 1: The Council of the Village of Commercial Point does hereby grant approval of the contracts attached as Exhibit “A”.

SECTION 2: The Village Mayor/Administrator hereby is directed to execute said contracts on behalf of the Village of Commercial Point.

SECTION 3: That this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The Village is in need of professional consulting services to protect the health and welfare of the citizens. The Village is currently expanding its water capacity and making water plant improvements.

Vote on Suspension of Readings: (Three-fourths vote, 5 votes)

Motion by: Bruce Moore 2nd Laura Wolfe

Roll Call:

Yes Scott O’Neil Yes Bruce Moore Yes Jason Thompson

Yes Laura Wolfe Yes Aaron Grassel Yes Ben Townsend

Vote on Passage of the Ordinance and declaring it an emergency: (Two-thirds vote, 4 votes)

Motion by: Bruce Moore 2nd Laura Wolfe

Roll Call:

Yes Scott O'Neil

Yes Bruce Moore

Yes Jason Thompson

Yes Laura Wolfe

Yes Aaron Grassel

Yes Ben Townsend

Adopted this 20th day of August 2018.



Gary Joiner, Mayor



Wendy Hastings, Fiscal Officer

Approved as to Form:



Michael D. Hess, Law Director



Consulting Services Agreement

This Consulting Services Agreement (the "**Agreement**") is made as of August 6th, 2018, between **The Village of Commercial Point** (the "**Client**") and **M-E Companies, dba IBI Group ("IBI")** a wholly owned subsidiary of **IBI Group (Delaware) Inc. ("IBI")** for the professional services as provided below.

Village of Commercial Point
PO Box 56
Commercial Point, Ohio 43116

and

IBI
8101 N. High St., Suite 100
Columbus, Ohio 43235

the "**Client**"

"**IBI**"

Project Background:

The Client and IBI wish to enter into this Agreement whereby IBI will provide professional services to the Client pursuant to the following terms and conditions:

Section 1 – Performance by IBI

1.01 Scope of the Services – The professional services IBI will provide under this Agreement are set out in *Schedule 1 - Services, Rates and Schedule* (the "**Services**"). Upon written request, the Client may change the Services in which event the alternation will be set out in a Change Order, the form of which is attached as *Schedule 2 - Form of Change Order*. IBI will comply with all reasonable Client change requests. Additional Services will be compensable as additional payment to IBI, the payment for which will be made in accordance with the Change Order. No changes to the Services are effective or will be carried out by IBI in the absence of a Change Order. Any change to this Agreement will be solely by written Change Order.

1.02 Commencement of Performance – IBI will commence the performance of its obligations in accordance with *Schedule 1 - Services, Rates and Schedule* or as otherwise directed by the Client in writing.

1.03 IBI's Standard of Care – In providing the Services, IBI will perform at all times in a manner consistent with the degree of care and skill ordinarily exercised by members of IBI's profession currently practicing under similar circumstances at the same time and in the same or similar locality, and IBI will comply with all applicable laws in the provision of the Services.

1.04 Notification by IBI to the Client –If circumstances or conditions that were not reasonably contemplated by the Client and IBI are revealed during the provision of Services, to the extent that they affect the Services, the Client and IBI will enter into good faith negotiations to address the changed or unanticipated condition(s). Any change under this provision will not be effective until a Change Order reflecting the change has been executed by the Client and IBI.

1.05 Rights and Remedies – The express rights and remedies of the Client and IBI set out in this Agreement are in addition to and will not limit any other rights and remedies available to the Client or IBI at law or in equity. Any failure by either the Client or IBI to insist on strict performance and compliance by the other of any term, right or remedy under this Agreement will not be construed as a waiver by the Client or IBI of its right to require strict performance of

any such term, right or remedy, and the duties of the Client or IBI with respect to such contractual performance will continue in full force and effect.

1.06 Client Provided Information – The Client will furnish information, requirements, reports, data, surveys and instructions required for IBI's provision of the Services. IBI will use such information, requirements, reports, data, surveys and instructions in performing the Services and is entitled to rely upon the accuracy and completeness thereof. The Client shall give decisions and approvals and shall take such actions necessary for the proper and timely performance of the Services.

1.07 Subconsultants to IBI – IBI may retain the services of subconsultants in the provision of the Services, when, in its opinion, it is appropriate to do so. If IBI wishes to retain non-affiliated subconsultants, IBI will notify and obtain the Client's approval in writing prior to engagement of such subconsultant, such approval to not be unreasonably withheld. In performing the Services, IBI may retain the services of any of its affiliates to perform such Services.

1.08 Approvals, Budgets, Estimates, Timetables – the Client acknowledges that IBI does not warrant (a) that planning permission or any other approvals from third parties that may be required in connection with the Services will be granted at all or with no amendments, or granted in accordance with any anticipated time schedule, (b) compliance with any budget or quantity estimate or timetable whether or not prepared by IBI as part of the Services and which may require review by the Client for various matters including but not limited to (i) approved variations arising from design development or requested by the Client, (ii) variations in market prices, (iii) delays or additional costs caused by third parties, (iv) any other factors beyond the control of IBI and (v) the discovery at any time of any previously unknown conditions. If the Services require IBI to monitor costs against a provided or agreed budget, IBI shall inform the Client when it reasonably believes costs shall exceed the agreed upon budget, following which IBI shall, if so requested by the Client pursuant to a Change Order, make appropriate recommendations to the Client to adjust size, quality or budget.

Section 2 – Nature of the Relationship Between the Client and IBI

2.01 IBI Not a Partner, Agent or Employee – IBI will have no authority to contractually bind the Client or to assume or create any legal obligation or responsibility, express or implied, on behalf of the Client. Nothing in this Agreement will have the effect of creating a partnership, agency or employment relationship between the Client and IBI or any of IBI's directors, officers, partners, agents, employees, affiliates, subconsultants or volunteers.

2.02 Assignment – Other than in compliance with Section 1.07, neither the Client nor IBI will transfer, sublet or assign any rights or duties under, or interest in, this Agreement, without the prior written consent of the other party.

2.03 Conflict of Interest – In the provision of the Services under this Agreement, IBI will: (a) avoid any conflict of interest in the performance of its obligations under this Agreement; (b) disclose immediately any actual or potential conflict of interest arising during the performance of its obligations under this Agreement; and (c) comply with any requirements prescribed by the Client to resolve any actual or potential conflict of interest. Conflict of interest under this provision includes, but is not limited to, any situation or circumstance where IBI's other commitments, relationships or financial/commercial interests: (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement in the provision of the Services; or (b) could or could be seen to

compromise, impair or be incompatible with the effective performance of its contractual obligations under this Agreement.

2.04 Ethical Standards – The Client and IBI represent that neither it nor any of its affiliates has offered, promised or given financial or other advantage directly or indirectly to a governmental or public official or any employee or other person acting on their behalf, or any employee or other person acting on behalf of the other party herein, in connection with any matter related to the provision of the Services under this Agreement. In performing its obligations and exercising its rights under this Agreement, the Client and IBI will comply with this Agreement and applicable laws, including those pertaining to the regulation of public markets, competition among market participants, the corruption and bribery of governmental or public officials or others; lobbying and money laundering; export controls, customs and anti-boycott laws; health and safety matters including worker compensation requirements; protection of personal and private information; mutual respect in the workplace; and safeguarding children and vulnerable adults, human rights, human trafficking and modern slavery. The parties further agree that they will exercise their respective obligations under this Agreement, deal with their employees, suppliers, business and governmental organizations, in a fair manner and conduct themselves, in all matters related to the provision of the Services, in a manner consistent with business best practices and the values and principles promoted by their respective organizations.

2.05 Client Responsibilities – The Client's designated representative set forth herein is authorized to act on its behalf and all direction shall be by or through such designated representative. The Client shall examine documents submitted by IBI and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of Services. The Client shall furnish IBI all existing available information, including reports, studies, testing results, operating records, existing plans, and other data pertinent to the Services, in a timely manner, and IBI shall be entitled to rely on the same. As applicable, the Client shall ensure IBI is afforded access to enter upon public and private land as required for the performance of the Services. The Client shall instruct the making of applications for any consents or permits or other applicable applications required in connection with the Services and shall pay any charges, fees, expenses and disbursements in respect thereof.

Section 3 – Payment for IBI Performance and Audit

3.01 IBI Payments According to Agreement Rates – The Client will, subject to IBI's performance of its duties and obligations under this Agreement, pay IBI for the provision of the Services, plus applicable taxes, as set out in *Schedule 1 - Services, Rates and Schedule*.

3.02 IBI Payments – In accordance with *Schedule 1 - Services, Rates and Schedule* to this Agreement, and any amendments made thereto, as applicable, the Client will pay IBI for the provision of the Services, plus applicable taxes upon receipt and approval of IBI's invoice pursuant to Section 3.03. IBI's unpaid invoices will bear interest calculated monthly at the rate of twelve (12) percent per annum, commencing thirty (30) days after the date that IBI submits its invoice. Should the Client frequently or repeatedly be delayed in the payment, in whole or in part, of IBI's invoice(s), IBI will have the unilateral right to terminate this Agreement upon reasonable written notice. IBI's fees and reimbursable expenses are secured upon and run with title to the Client's lands.

3.03 Agreement Billing and Payment – Unless the Client and IBI expressly set out a different billing and payment process in *Schedule 1 - Services, Rates and Schedule*, payment for the Services will be based on IBI's submission to the Client of: (a) an invoice no later than ten (10) days after the end of each month referencing or including: (i) the Agreement number;

(ii) a brief description, inclusive of relevant supporting documentation, of the Services provided during the month; and (iii) such other information as required under this Agreement. The Client will approve or reject IBI's invoice within fifteen (15) days of receipt, failing which the invoice shall be deemed approved. In the event the Client rejects IBI's invoice, or any portion thereof, it will advise IBI promptly in writing requesting the provision of the appropriate billing information/documentation to correct the deficiency. Subject to applicable law and the Client's approval of IBI's invoice, the Client will make payment to IBI within fifteen (15) days of invoice approval.

3.04 IBI's Payment of Taxes and Duties – Unless expressly agreed in writing, IBI will pay all applicable federal, provincial, state and municipal taxes, including sales, value added, payroll and excise duties and taxes, incurred with respect to the provision of the Services.

3.05 Document Retention and Audit – For ten (10) years after the expiry or termination of this Agreement, IBI will retain, maintain and safeguard all necessary financial records and billing documents to substantiate all charges and payments made and received under this Agreement. At any time during the ten (10) years, IBI will permit and reasonably assist the Client in conducting audits of IBI to verify payments made pursuant to IBI's provision of the Services. The Client will provide IBI with reasonable prior notice of its requirement to conduct such audit.

3.06 Where statutory lien legislation applies to IBI's provision of the Services, the Client will deduct and retain the required statutory holdback from amounts payable pursuant to IBI's invoice under Section 3.03. All applicable statutory holdback amounts will be released to IBI promptly upon the expiry of the relevant holdback period where there are no claims on the holdback amounts by any party entitled to make such claims.

Section 4 – Confidentiality

4.01 The Client's Confidential Information – IBI agrees to keep confidential and not to use or disclose to any person or entity, other than its directors, officers, partners, agents, employees, affiliates, subconsultants and volunteers (collectively, the "Representatives") any data or information learned or generated by IBI in the performance of this Agreement or disclosed to IBI by or on behalf of the Client in connection with this Agreement ("Confidential Information"), other than is necessary to perform the Services. IBI further agrees to ensure that those of its Representatives who have been provided with Confidential Information will keep all such information confidential and only use or disclose same as necessary to perform the Services. This provision does not apply to information in whatever form that was in the public domain prior to the execution of this Agreement, nor does it restrict IBI from giving notices required by law or when complying with an order to disclose as issued by a court, administrative agency or other regulatory authority, or if disclosure is reasonably necessary for IBI to defend itself from any action, claim, demand, lawsuit or other proceeding at law.

4.02 Access and Use Restrictions – IBI agrees that unless it obtains specific written preauthorization from the Client, any access to or use of Confidential Information that is not necessary for the performance of its obligations in the provision of the Services is strictly prohibited.

4.03 Promotional Activities – The Client approves IBI to (i) undertake reasonable promotional activities, (ii) post signage and billboards at project locations, and (iii) brand all deliverables hereunder, in each case related to the provision of the Services.

Section 5 – Intellectual Property

5.01 Ownership of Instruments of Service – The Client agrees that (i) all reports, drawings, specifications, field data, notes and other documents and instruments prepared by IBI and provided to the Client under this Agreement (“Instruments of Service”) remain the exclusive and sole property of IBI, and (ii) IBI will retain, at all times, such property’s common law, statutory and other reserved rights, including, without limitation, the Intellectual Property rights thereto. Intellectual Property under this Agreement includes any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of the United States, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, common law or at equity.

5.02 IBI’s Grant of Licence – IBI, pursuant to this provision, grants the Client perpetual, royalty-free, irrevocable, non-exclusive licence to exercise all such Intellectual Property rights and every other right, title and interest in the Instruments of Service and Intellectual Property inherent in the Services without obligation to account to, or obtain consent from, IBI to use the Instruments of Services for their intended purpose. IBI agrees that it will not incorporate into the Services any Intellectual Property that would restrict the right of the Client to use the Services for their intended purpose, or that would prevent the Client from entering into any contract with any contractor for the general maintenance and future asset management of the Services.

5.03 Title to Improvements and Modifications – All Intellectual Property rights arising from any further development or modification of the Services that are conceived, developed, effected or first reduced to practice by IBI or its Representatives will vest in IBI or its Representatives, and will not vest in the Client, its directors, officers, partners, agents, employees, affiliates, subconsultants and volunteers except pursuant to subsequent written agreement.

5.04 Improper Use, Indemnity – Should the Client use or provide the Instruments of Service or the Intellectual Property inherent in the Services to a third party for: (i) purposes other than for which the Services were provided; or (ii) other than the general maintenance and future asset management of the Services, the Client will indemnify and hold harmless IBI against all claims, damages, losses and costs (including reasonable legal and professional fees) arising out of or resulting from the Client’s improper use of the Instruments of Service and/or Intellectual Property, and in no event will IBI be responsible for any legal consequences of any such improper use.

Section 6 – Liability and Insurance

6.01 IBI Liability – To the extent permitted by law, IBI will indemnify and hold harmless the Client from and against substantiated claims, damages, losses, costs and expenses, including reasonable legal and professional fees (collectively, the “Claims”), to the extent arising out of or resulting from IBI’s negligent acts, errors and/or omissions in the provision of the Services. The total amount of all Claims the Client may have against IBI under this Agreement in the provision of the Services will be **\$32,500**. The Client and IBI agree that (a) no action or proceedings by the Client arising out of or in connection with this Agreement, whether in contract or in tort, for negligence or breach, or otherwise shall be commenced after the earlier of (i) the Expiry Date and (ii) the date prescribed by applicable law; (b) neither the Client nor IBI will be liable to the other for any incidental, consequential, indirect, special or punitive damages, damages related to loss of use, loss of profit, loss of opportunity, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credit from governmental or other regulatory agencies, in each case arising out of this Agreement and regardless of a party being advised of the possibility of such damages; and (c) no employee,

officer, director, shareholder of IBI or any of its affiliates shall be personally liable to the Client for any liability whatsoever arising under this Agreement.

6.02 IBI's Insurance – Prior to the Client's execution of this Agreement, IBI agrees to put in effect and maintain insurance for the Term, in accordance with Section 9.02, at its own cost and expense, with insurers having a secure A.M. Best rating of A or equivalent, all the necessary and appropriate insurance that a prudent person in the business of IBI would maintain including, but not limited to:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. The policy must include:
 - the Client, as an additional Insured with respect to liability arising in the course of the performance of IBI's obligations under, or otherwise in connection with, this Agreement;
 - contractual liability coverage;
 - a cross-liability clause;
 - employers' liability coverage;
 - a thirty (30) day written notice of cancellation or termination clause; and
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- (b) professional liability insurance for damages incurred by reason of any negligent act, error and/or omission of IBI in the amount of \$1,000,000. (c) automobile liability insurance for personal and bodily injury including death and property damage in the amount of \$1,000,000.

Section 7 – Agreement Expiry, Termination and Extension

7.01 Termination of this Agreement – Unless extended by mutual agreement of the Client and IBI, this Agreement will terminate on the earliest of: (a) the Expiry Date, as defined in Section 9.02; (b) the date when IBI has performed or provided all of the Services; (c) the date of termination in accordance with this Section 7.

7.02 Immediate Termination of this Agreement – The Client or IBI may immediately terminate this Agreement upon giving reasonable notice to the other where:

- (a) either the Client or IBI is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of insolvency;
- (b) there is a breach of Section 2.04 or any provision in Section 3; or
- (c) either party's acts or omissions constitute a substantial breach of its obligations under this Agreement.

Rights of termination under this provision are in addition to all other rights of termination available at law, or events of termination by operation of law.

7.03 Opportunity to Cure – Where IBI fails to comply with any of its duties or obligations under this Agreement, the Client may issue a rectification notice to IBI setting out the manner

and time-frame for rectification. Within fourteen (14) days of receipt of the Client's notice, IBI will either: (a) comply with the rectification notice; or (b) provide a rectification plan satisfactory to the Client. If IBI fails to comply with the Client's rectification notice or provide a satisfactory rectification plan, the Client may thereafter terminate this Agreement on reasonable written notice to IBI.

7.04 Suspension Leading to Termination – If the performance of this Agreement is suspended for any reason, at any time, for more than ninety (90) consecutive days through no fault of the Client or IBI, the Client or IBI may terminate this Agreement upon reasonable written notice.

7.05 IBI's Obligations on Termination – Upon termination of this Agreement, IBI will, in addition to its other obligations under this Agreement and at law:

- (a) provide the Client with any completed or partially completed Services; and
- (b) provide the Client with a report detailing the current state of the provision of the Services at the date of termination.

7.06 Payment Upon Termination – Upon termination of this Agreement, the Client will only be responsible for the payment to IBI for the provision of the Services, up to and including the effective date of the termination, plus reasonable close-out costs.

Section 8 – Dispute Resolution

8.01 Management of Dispute Resolution – The Client and IBI will make every reasonable effort to resolve a Dispute by amicable negotiations. Both the Client and IBI agree to provide frank, candid and timely disclosure of relevant facts, information and documents to facilitate negotiations without prejudice to their respective legal rights and recourse. Dispute means and includes any disagreement, conflict or controversy, in any form, arising between the Client and IBI in the interpretation of this Agreement or in IBI's provision of the Services.

Section 9 – Interpretation, General Provisions

9.01 Agreement Documentation – The Agreement includes: (a) this Agreement, including *Schedule 1 - Services, Rates and Schedule*, *Schedule 2 - Form of Change Order*, and any other schedule/attachment affixed at time of execution; (b) any certificates of insurance or clearance; and (c) any amendments executed in accordance with Section 1.01.

9.02 Term – This Agreement commences on the date set out on page one hereof and ends, unless extended by mutual agreement of the Client and IBI, on the earlier of: (a) the "Expiry Date" or (b) when the Agreement is otherwise terminated in accordance with its terms.

9.03 Severability – If any term, condition or obligation of this Agreement, or the application of any term, condition or obligation to the parties or to any other persons (including firms, partnerships, corporations or any combination), is to any extent held invalid or unenforceable under any applicable legislation or rule of law, such holding will be applied only to that provision(s), with the remainder of this Agreement remaining in full legal force and effect.

9.04 Interpretation of Documents – If a conflict or inconsistency arises between this Agreement and its *Schedules*, then the main body of the Agreement will govern over the *Schedules* to the Agreement. Later amendments to this Agreement will govern over earlier provisions of the Agreement.

9.05 Force Majeure – No party is liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event will not be considered beyond one's reasonable control if an objective business person in the same or similar situation or circumstance would have put in place contingency plans to either materially mitigate or negate the effects of such event. For purposes of this Agreement such events may include, but are not limited to, strikes or other labour disputes, severe weather disruptions or other natural disasters, acts of God, epidemics, fires, riots, war or other national states of emergency. If a party seeks to excuse itself from an obligation(s) under this Agreement by reason of such an event, that party will immediately notify the other party of the delay or non-performance, the reason for it and the anticipated period of delay due to the force majeure event. If the anticipated or actual delay or non-performance exceeds thirty (30) days, the other party may terminate this Agreement by giving notice of termination. Notwithstanding the foregoing, the occurrence of a force majeure event shall not reduce a party's obligations to make any payment required under this Agreement.

9.06 Notices by Prescribed Means – Notices under this Agreement are to be in writing and are to be delivered by postage-paid envelope, personal delivery or email. Notices will be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) days after such notice is mailed; or (b) in the case of personal delivery, one (1) day after such notice is received by the other party; or (c) in the case of email, as of the date of the time stamp evidenced on the computer of the sender. In the event of a postal disruption, notices must be given by personal delivery or by email. Unless the parties expressly agree in writing to additional methods of notice, notice under this Agreement may only be provided by the methods contemplated in this Section.

9.07 Electronic Records/Transmittal – the Client and IBI may transmit, and will accept Services related correspondence, documents, text, data, drawings, information, meeting minutes and graphics, in electronic media or digital format, directly, through access to a secure website or through building information model software, in accordance with a mutually agreed protocol and agreement, as applicable, between the Client and IBI.

9.08 Governing Law – The Client and IBI agree that this Agreement and legal actions concerning its validity, interpretation and performance will be governed and interpreted in accordance with the laws of the United States; and it is further agreed by the parties that any legal action arising under this Agreement will be brought in a court of competent jurisdiction in that jurisdiction.

9.09 Entire Agreement – This Agreement constitutes the entire agreement between the Client and IBI and cancels and supersedes any prior understandings and agreements, whether written or oral. Except as expressly provided in this Agreement, no other terms, conditions or warranties, express or implied, form a part of this Agreement. Amendments to this Agreement must be in writing and signed by both parties in accordance with Section 1.01.

9.10 Survival of this Agreement – Notwithstanding any amendment, completion or termination of this Agreement, all rights, licenses and waivers granted to the Client and all indemnifications, warranties and representations contained in this Agreement, including those expressly set out in Sections 2.03 (Conflict of Interest), 2.04 (Ethical Standards), 3.05 (Document Retention and Audit), 4.01 (The Client's Confidential Information), 5.04 (Client's Grant of License) and 7.05 (IBI's Obligations on Termination), will survive and will remain in full legal force and effect.

9.11 Successors, Assigns and Beneficiaries – The Client and IBI agree to be bound, as are their respective successors, executors, administrators and legal representatives, in respect of all terms, conditions and obligations pursuant to this Agreement.

9.12 Currency – All references in this Agreement to currency denominations and currency will be in US dollars.

9.13 Agreement Execution – This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. This Agreement may be executed and delivered by electronic transmission and the Client and IBI may rely on such electronic signature as though such were an original signature.

[Signature pages immediately follow.]

This Agreement is executed with effect as of the date set out on the first page of this Agreement.

Commercial Point


Name: D. ROSS CREGO Name: _____
Title: Village Administrator Title: _____

M-E Companies, dba IBI Group ("IBI") a wholly owned subsidiary of IBI Group (Delaware) Inc.


Name: Tom Bacus Name: Mike Murray
Title: Director Title: Principal

Schedule 1 – Services, Rates and Schedule

Section 1 – Scope of the Services:

The following is the agreed scope of IBI's professional services (the "Services") under this Agreement.

Study and Report phase - Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
 2. Advise Owner of any need for Owner to provide data or services of the types described which are not part of Engineer's Basic Services.
 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating environmental measures.
 4. Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
 5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
 6. Prepare a funding scenario analysis with effect of loan on customer water rates.
 7. Prepare OWDA or EPA Planning Loan applications if Owner directs Engineer to do so.
 8. Furnish 3 review copies of the Report and any other deliverables to Owner within 30 calendar days of the Effective Date and review it with Owner. Within 14 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.
 9. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 3 copies of the revised Report and any other deliverables to the Owner within 14 calendar days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

TBD

Section 2 – Payment and Reimbursement for the Services:

Fees:

The Client agrees to pay the professional fees and reimbursable expenses, plus applicable taxes, as submitted in accordance with Section 3.03. Under the Agreement, IBI's professional fees are to be established on a Lump Sum Basis and are as follows:

Lump Sum: the Client agrees to compensate IBI on a fixed lump sum basis in the amount of \$32,500.

Additional services can be performed at our Standard Hourly Rates attached to this contract. IBI reserves the right to adjust its rate schedule on an annual basis following the first year anniversary of the date of this Agreement.

Reimbursable Expenses:

The following reasonable expenses are allowable and eligible for reimbursement under this Agreement at cost/plus a mark up of ten 10%:

TBD

Section 3 – Schedule for the Services:

The schedule for IBI's provision of the Services is as set out below:

The Preliminary Engineering Report will be completed within 60 days of award of a contract to the Engineer.

TBD

IBI Representative:

IBI designates the person below as the representative authorized to act on IBI's behalf with respect to the provision of the Services ("IBI's Representative"). Pursuant to Section 9.06 of the Agreement, IBI's Representative will be authorized to receive notices, transmit information and make binding decisions regarding IBI's provision and delivery of the Services. The name, title and contact information of IBI's Representative is:

Name: Randy Stoll
Title: Associate Manager
Address: 8101 N. High St., Suite 100 Columbus,
Ohio 43235
Email: Randy.stoll@ibigroup.com

Phone: Office 614-818-4900, ext. 2056
Cell 614-560-7231

Client Representative:

The Client designates the person below as the representative authorized to act on Client's behalf with respect to the provision of the Services ("Client's Representative"). Pursuant to Section 9.06 of the Agreement, Client's Representative will be authorized to receive notices, transmit information and make binding decisions regarding Client's receipt of the Services. The name, title and contact information of Client's Representative is:

Name: Ross Crego
Title: Village Administrator
Address: PO Box 56, Commercial Point, Ohio
43116
Email: rcrego@juno.com
Phone: 614-877-9248

* * *

Schedule 2 – Form of Change Order

Form of Change Order

The Village of Commercial Point and M-E Companies, dba IBI Group ("IBI") a wholly owned subsidiary of IBI Group (Delaware) Inc. refer to the Consulting Services Agreement, dated: _____, between The Village of Commercial Point and M-E Companies, dba IBI Group ("IBI") a wholly owned subsidiary of IBI Group (Delaware) Inc. (the "Agreement").

Project Name:

Project No:

IBI Project Manager:

Client Project Manager:

Change Order No:

Effective Date of Change Order:

Change Order to Agreement:

The Client and IBI agree to amend the Agreement through this Change Order, as follows:

Section 1 – Scope of Amendment:

The Client and IBI agree to the following changes to the Services pursuant to this Change Order:

Section 2 – Payment and Reimbursement Amendment:

The change in IBI's fee payment, or reimbursable amount(s) as originally set out in *Schedule 1 - Services, Rates and Schedule* of the Agreement, is as follows:

Section 3 – Schedule Amendment:

The change in the scope of the Services described above includes the corresponding change in the schedule for the provision and delivery of the Services, as set out below:

Change Order:

The defined terms used in this Change Order, have the meaning ascribed to them in the Agreement.

The Services, fees and expenses and corresponding schedule are revised as stated above. Except as specifically modified in this Change Order, IBI's provision of the Services under the Agreement shall be carried out and executed in accordance with, and subject to, the terms and conditions of the Agreement.

Name: _____
Name: _____
Title: _____

Name: _____
Name: _____
Title: _____

M-E Companies, dba IBI Group ("IBI") a wholly owned subsidiary of IBI Group (Delaware) Inc.

Name: _____
Name: _____
Title: _____

Name: _____
Name: _____
Title: _____



WATER AND SEWER
COST OF SERVICES SCHEDULE – EXHIBIT B

HOURLY PERSONNEL RATES – EFFECTIVE JANUARY 1, 2015

<u>POSITION</u>	<u>RATE</u>	<u>POSITION</u>	<u>RATE</u>
Senior Principal (SPR)	\$200/hr.	Design Engineer I (DE1)	\$80/hr.
Project Director/Executive (PD)	\$175/hr.	Design Engineer II (DE2)	\$100/hr.
Senior Technical Staff (STS)	\$170/hr.	Design Engineer III (DE3)	\$120/hr.
Project Manager (PM)	\$150/hr.	Designer I (DES1)	\$80/hr.
Senior Structural Engineer (SSE)	\$140/hr.	Designer II (DESII)	\$95/hr.
Senior Reviewer (SR)	\$90/hr.	Senior Administrative Staff (SRA)	\$75/hr.
Professional Surveyor (PRS)	\$100/hr.	Support Staff (SS)	\$58/hr.
Senior Project Engineer (SPE)	\$130/hr.	CADD Operator (CADD)	\$55/hr.
Structural Engineer (SE)	\$120/hr.	CADD Operator II (CADDII)	\$80/hr.
Professional Staff (PS)	\$80/hr.	Intern (INT)	\$51/hr.
Senior Professional Staff (SPS)	\$110/hr.	Survey Crew - GPS Crew	\$165/hr.
Construction Coordinator/Mgr. (CM)	\$90/hr.	Survey Crew - 3 Man Crew	\$150/hr.
Senior Construction Technician (SCT)	\$75/hr.	Survey Crew - 2 Man Crew	\$125/hr.
Construction Technician (CT)	\$60/hr.	Crew Chief (CC)	\$75/hr.
		Instrument Operator (IO)	\$60/hr.

DIRECT REIMBURSABLE EXPENSES:

Direct reimbursable expenses are actual expenditures incurred by the consultant and associated employees in the interest of the project. These expenses are invoiced at actual cost plus 15% mark up.

TRAVEL AND SUBSISTENCE	Transportation and living expenses when traveling in connection with the project. (Mileage 50 cents/mile; \$35/per diem)
POSTAGE/DELIVERIES	FedEx, courier, postage, etc.
REPRODUCTIONS	Blueprinting and specifications.
PERMITS	Fees paid for securing approval of authorities having jurisdiction over the project.
OTHER	Other direct out-of-pocket expenses related to the project.
CONSTRUCTION STAKES	When staking for construction only—included in fees for general survey work.

* Our fees are reviewed semi-annually and are subject to change.