

# RESOLUTION NO. 2019.006

## A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF BLANCHESTER TO ENTER INTO AGREEMENT WITH CHOICE ONE ENGINEERING FOR FANCY STREET WATER MAIN REPLACEMENT AND STREET REPAVING PROJECT

**WHEREAS**, the Board of Public Affairs has approved the funding for their local share for the Fancy Street Water Main Replacement and Street Repaving Project (\$25,296.50); and

**WHEREAS**, the Clinton County Commissioners have entered into the CDBG agreements with the Ohio State Office of Community Development for the aforementioned project; and

### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BLANCHESTER:**

**Section 1.** The Village of Blanchester Council approves proposal from Choice One Engineering dated January 17, 2019 (Exhibit A).


**Section 2.** The Village of Blanchester Council approves Street Department's local share of funding for said project (\$25,296.50).

**Section 3.** The Mayor of the Village of Blanchester is hereby authorized to enter into any agreement as may be necessary and appropriate for obtaining financial assistance and/or other necessary documentation pertinent for progression of said project.

Chad Hollon moved the adoption and Cindy Sutton seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Mr. Bauer-	Yea.
Mr. Gephart-	Yea.
Mr. Hollon-	Yea.
Mr. Hopkins-	Yea.
Mr. Simpson-	Yea.
Ms. Sutton-	Yea.

Adopted this 14<sup>th</sup> day of February, 2019.

  
John Carman, Mayor

  
Attest: Jewelie Casteel, Fiscal Officer

Fiscal Officer's Certificate:

The State of Ohio, County of Clinton, ss:

I, Jewelie Casteel, Fiscal Officer of the Village of Blanchester, Clinton County, and in whose custody the Files, Journals, and Records are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution now on file with said Village, that the foregoing Resolution has been compared by me with the said original and that the same is a true and correct copy thereof, and has been posted as required by law. This Resolution has been duly published by posting in the following places: Blanchester Municipal Building, 318 E. Main St.; First National Bank, 121 E. Main St.; Blanchester Post Office, 115 S. Wright St.; Save-A-Lot, 121 S. Broadway St.; and at the Blanchester Public Library, 110 N. Broadway St., each for a period of fifteen (15) days commencing on the 14<sup>th</sup> day of February, 2019.

Witness my signature this 14<sup>th</sup> day of February, 2019.

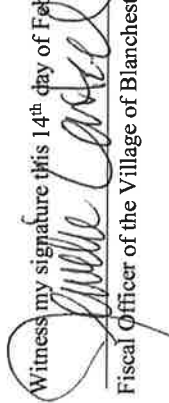
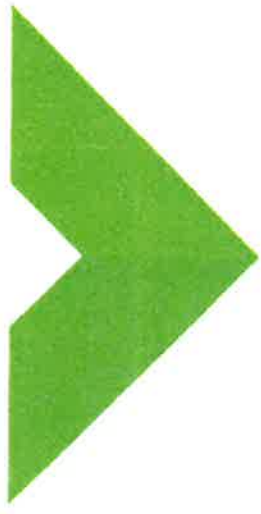
  
Fiscal Officer of the Village of Blanchester, Clinton County, Ohio



Exhibit A



Date  
January 17, 2019

Attention  
John Carman, Mayor  
jcarman718@gmail.com

Address  
Village of Blanchester  
318 E. Main Street  
Blanchester, OH 45107

Subject  
Agreement for Professional Services  
Fancy Street Water Main and Repaving  
CLI-BLA-1802

Dear Mayor Carman:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Fancy Street Water Main and Repaving Project.

This Agreement is by and between the Village of Blanchester, hereinafter referred to as Client, and Choice One Engineering Corporation, hereinafter referred to as Choice One. If everything is acceptable, please execute two originals, keeping one for your files and returning one to Choice One. Choice One will not start work on this Project until the Agreement is signed and received in our office.

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 5 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition, or deletion. Client and Choice One each bind itself and its partners, successors, executors, administrators of this executed Agreement.

Village of Blanchester

John M Carman  
Authorized Signature

2-21-2019  
Date

Choice One Engineering Corporation

Nicholas J. Selhorst  
Nicholas J. Selhorst, P.E., Project Manager

1/17/19  
Date

West Central Ohio  
440 E. Hoewisher Rd.  
Sidney, OH 45365  
937.497.0200 Phone

S. Ohio/N. Kentucky  
203 W. Loveland Ave.  
Loveland, OH 45140  
513.239.8554 Phone

Eastern Indiana  
607 N. Meridian St.  
Portland, IN 47371  
260.766.2500 Phone

WWW.CHOICEONEENGINEERING.COM



# Scope of Services

## Project Snapshot

Choice One intends to provide construction plans for the installation of new water main and resurfacing on Fancy Street in Blanchester, OH.

## Project Details

- See attached exhibit for project area. The water main will be installed on Fancy Street between Broadway and the bridge southwest of Mill Street.
- The project is being substantially funded by a CDBG Critical Infrastructure Grant.
- Approximately project length is 1700'.
- A topographic survey will be performed along the project route.
- Street will be milled/filled 3". Full-depth asphalt patching will be done if needed, with a contingency quantity included in the plans for that item.
- Water services and meters and meter chambers will be replaced for each residence. Water services will be 3/4" Type K copper.
- Proposed water main will be 8" PVC DR-18 C900.
- Fire hydrants will be replaced along the project route.
- No additional R/W or easements are anticipated to be needed for this project.
- Electric, telephone, cable, and gas will be relocated by the appropriate utility company, if necessary.
- Plans will be designed to ODOT and Village of Blanchester standards.
- Maintenance of traffic will be covered by general notes and standard drawings. It is anticipated the roadway will be closed during water main installation, with the road remaining open to local traffic.
- Public bidding procedures will be handled by Clinton County/CDC of Ohio.
- Estimated construction cost of the project is approximately \$475,000.
- Reimbursables are included in our lump sum fees.
- Construction administration services (shop drawing review, construction site visits, reviewing pay requests, etc.) will be performed upon request at our standard hourly rates.

## Project Services

### 1. Topographic Survey

- a. Contact Ohio Utilities Protection Service (OUPS) for underground utility locations.
- b. Perform necessary deed and plat research.
- c. Establish horizontal and vertical survey control for the project area.
- d. Field reconnaissance and traverse of existing monumentation.
- e. Identify visible features from 10' beyond right-of-way for both sides including utilities and drainage.
- f. Provide roadway cross-sections every 50', at driveways, and other critical areas.
- g. Inventory manholes and catch basins including type of construction, depth, pipe size, and condition.
- h. Locate underground utilities as marked by the appropriate utility companies.
- i. Property lines will be placed in the drawing utilizing existing monuments, tax maps, deeds, plats, and other readily-available information.
- j. Provide one (1) foot contour intervals.

## 2. Construction Plans

- i. Design construction plans to include:
    1. Title Sheet
    2. Schematic Plan
    3. Typical Sections
    4. General Notes and Details
    5. Quantity Summary and Engineer's Estimate
    6. Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
    7. Maintenance of Traffic Notes, Details and Plans
  - ii. A Public Water System (PWS) water main submittal will need to be submitted to the Ohio Environmental Protection Agency (OEPA) for review and approval.
    - iii. No Ohio EPA Notice of Intent should be needed.
    - iv. Submit 60% and 100% plans to City.
    - v. Field walk project route.
    - vi. Meet with City for kickoff meeting, 60% plan review, and field walk.
    - vii. An updated construction estimate will be included in each submittal.
    - viii. Attend bid opening.
    - ix. Attend preconstruction meeting.
- ## 3. Construction Administration Services
- a. *Construction Administration services listed below will be provided upon request on an hourly basis according to our current Standard Hourly Rate Schedule.*
    - i. Administrative plan interpretation for contractor and Client during construction, as required.
    - ii. Attend progress meetings and visit construction site at the request of the Client with contractor.
    - iii. Coordination with Amy Schocken and CDC of Ohio.
    - iv. Review and approve pay requests.
    - v. Process necessary change orders.
    - vi. Conduct final inspection and provide a punch list.
    - vii. Review site/civil shop drawings.

## Additional Services

*We have the skill, experience, and knowledge to provide additional services as listed below. Additional services will be approved by the Client prior to commencement and will be performed on an hourly basis according to our current Standard Hourly Rate Schedule or a mutually negotiated lump sum fee.*

1. Traffic Signal Design
2. Traffic Data Collection
3. Construction Layout Staking
4. Construction Observation

## Client Responsibilities

- Payment of all agency-related fees.
- Provide any available existing plans.
- Execute necessary Work Agreements and Easements.
- Provide timely decisions to keep design work on schedule.
- Provide owner notification along the project route.
- Assist in utility company coordination.

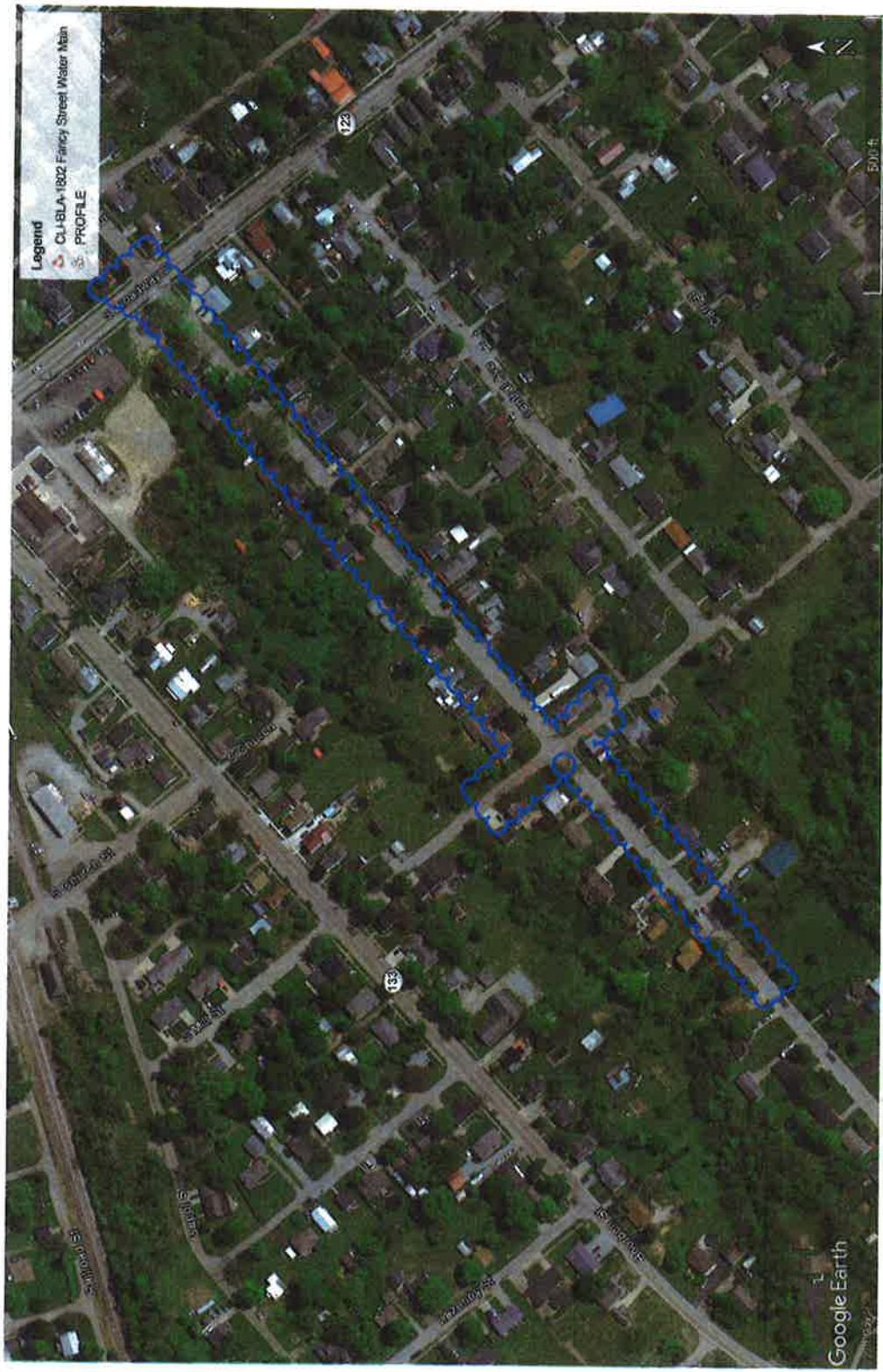
# Compensation & Schedule

## Compensation

Lump Sum Fee Schedule	
Topographic Survey	\$4,900.00
Construction Plans	\$24,950.00
<b>Total</b>	<b>\$29,850.00</b>
Construction Administration Services	Hourly Upon Request

## Schedule

Choice One will have the construction plans completed within one-hundred (100) days after receipt of an executed Agreement. Choice One will meet any necessary CDBG deadlines required.



VILLAGE OF BLANCHESTER  
FANCY STREET WATER MAIN AND REPAVING  
PRELIMINARY CONSTRUCTION ESTIMATE

FROM BROADWAY STREET TO THE BRIDGE JUST WEST OF MILL STREET

October 29, 2018

ITEM NO.	DESCRIPTION	UNIT OF APPROX MEASURE	QUANTITY	UNIT COST	TOTAL COST	STREET/PAVEMENT	WATER MAIN
<b>ROADWAY</b>							
202	REMOVALS/SAWCUTTING	LUMP	1	\$5,000.00	\$5,000.00		
608	4" CONCRETE WALK	S.F.	200	\$10.00	\$2,000.00		
609	TYPE 2 COMBINATION CURB AND GUTTER	FT.	110	\$20.00	\$2,200.00		
623	CONSTRUCTION LAYOUT STAKES AND SURVEYING	LUMP	1	\$6,000.00	\$6,000.00		\$3,000.00
<b>ROADWAY SUBTOTAL</b>					<b>\$15,200.00</b>		
<b>EROSION CONTROL</b>							
832	EROSION CONTROL	EACH	2000	\$1.00	\$2,000.00		\$1,000.00
<b>EROSION SUBTOTAL</b>					<b>\$2,000.00</b>		
<b>DRAINAGE</b>							
611	4" PVC SDR-35 CONDUIT, TYPE B	FT.	50	\$15.00	\$750.00		
611	6" PVC SDR-35 CONDUIT, TYPE B	FT.	50	\$20.00	\$1,000.00		
611	8" PVC SDR-35 CONDUIT, TYPE B	FT.	50	\$25.00	\$1,250.00		
<b>DRAINAGE SUBTOTAL</b>					<b>\$3,000.00</b>		
<b>PAVEMENT</b>							
253	PAVEMENT REPAIR	S.Y.	140	\$150.00	\$21,000.00		
254	3" PAVEMENT PLANING, ASPHALT, CONCRETE	S.Y.	3490	\$5.00	\$17,450.00		
301	ASPHALT CONCRETE BASE, PG 64-22	C.Y.	120	\$175.00	\$21,000.00		
407	TACK COAT, 0.09 GAL/S.Y.	GAL.	630	\$4.00	\$2,520.00		
441	1-1/4" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, (448), PG 64-22	C.Y.	125	\$210.00	\$26,250.00		
441	1-3/4" ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 1, (448)	C.Y.	170	\$210.00	\$35,700.00		
<b>PAVEMENT SUBTOTAL</b>					<b>\$123,920.00</b>		
<b>WATER WORKS</b>							
638	FIRE HYDRANT REMOVED	EACH	2	\$1,000.00	\$2,000.00		\$2,000.00
638	8" PVC DR-18 C-900 WATER MAIN	FT.	1570	\$90.00	\$141,300.00		\$141,300.00
638	8" GATE VALVE	EACH	5	\$1,500.00	\$7,500.00		\$7,500.00
638	3/4" WATER SERVICE	FT.	1100	\$70.00	\$77,000.00		\$77,000.00
638	METER, SETTING, STOP AND CHAMBER	EACH	44	\$1,000.00	\$44,000.00		\$44,000.00
638	FIRE HYDRANT ASSEMBLY	EACH	3	\$5,000.00	\$15,000.00		\$15,000.00
<b>WATER WORKS SUBTOTAL</b>					<b>\$286,800.00</b>		
<b>SANITARY SEWER</b>							
611	MANHOLE ADJUSTED TO GRADE	EACH	3	\$1,500.00	\$4,500.00	\$4,500.00	
<b>SANITARY SEWER SUBTOTAL</b>					<b>\$4,500.00</b>		
<b>TRAFFIC CONTROL</b>							
630	SIGNAGE/STRENGTHENING	LUMP	1	\$4,000.00	\$4,000.00	\$4,000.00	
<b>TRAFFIC CONTROL SUBTOTAL</b>					<b>\$4,000.00</b>		
<b>MAINTENANCE OF TRAFFIC</b>							
614	MAINTAINING TRAFFIC	LUMP	1	\$10,000.00	\$10,000.00	\$10,000.00	
<b>MAINTENANCE OF TRAFFIC SUBTOTAL</b>					<b>\$10,000.00</b>		
<b>CONSTRUCTION SUBTOTAL</b>							
<b>5% CONTINGENCY</b>					<b>\$449,420.00</b>		\$290,800.00
<b>CONSTRUCTION TOTAL</b>					<b>\$22,471.00</b>		\$14,540.00
<b>SURVEYING/DESIGN/CONSTRUCTION ADMINISTRATION</b>					<b>\$471,891.00</b>		\$166,551.00
<b>GRAND TOTAL</b>					<b>\$33,032.00</b>		\$305,340.00
<b>\$504,923.00</b>							

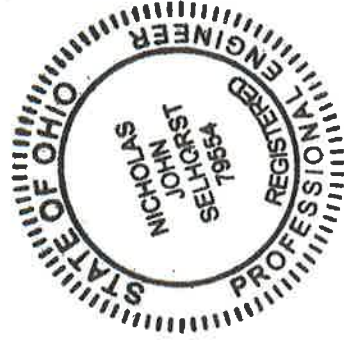


*Nicholas J. Selhorst*  
Nicholas J. Selhorst, P. E.

10/29/18

Date

We make no warranty, express or implied, that the actual construction cost of the work associated with these estimated quantities and costs will not vary. The cost reflects our opinion of current probable construction cost. Federal prevailing wages were assumed when calculating this estimate.



Estimate Cost	Weighted Useful Life
Streets/Pavement	12 years
Water Main	55 years
\$166,551.00	\$1,998,612.00
\$305,340.00	\$16,793,700.00
\$471,891.00	\$18,792,312.00

Average weighted useful life of total project =

40 YEARS

# 2019

## Standard Hourly Rate Schedule

PROFESSIONAL SERVICE	HOURLY RATE
Professional Engineer	\$135
Professional Surveyor	\$115
Designer	\$90
Field Surveyor	\$95
Administrative	\$65
Resident Project Representative	\$80
Landscape Architect	\$110

All reimbursables such as reproduction, transportation, and project-related expenses will be charged at their cost.

Hourly rates may vary from this Standard Hourly Rate Schedule depending on project complexity, professional liability, or other agreements. Work that is required out of our normal working hours requiring overtime compensation may be subject to higher rates.

This Standard Hourly Rate Schedule is reviewed and adjusted at the beginning of each calendar year.



Effective as of January 1, 2019



Choice One Engineering Corporation  
Standard Terms & Conditions

4/17/2016

**Services** Choice One Engineering Corporation (Choice One) will perform services for the Project as set forth in the Choice One agreement and in accordance with these Terms & Conditions. Choice One has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Choice One in performing their services.

**Additional Services** The Client and Choice One acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Choice One will notify the Client of the need for additional services and the Client will pay for such additional services at an hourly rate or as agreed to by the Client and Choice One.

**Project Requirements** The Client will confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they will be furnished to Choice One at Project inception. Choice One will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Period of Service** Choice One will perform the services for the Project with due and reasonable diligence consistent with normal professional practices according to the Project Schedule. Should Choice One discern that the schedule cannot be met for any reason, Choice One will notify the Client as soon as practically possible.

**Limitation of Liability** In recognition of the relative risks and benefits of the project to both the Client and Choice One, the Client agrees to the fullest extent permitted by law, to limit the liability of Choice One for any and all damages or claim expenses arising out of this agreement, from any and all causes, to \$50,000 or the fee realized by Choice One for the Project, whichever is greater.

**Compensation** In consideration of the services performed by Choice One, the Client will pay Choice One in the manner set forth in the Choice One agreement. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation will be reasonably adjusted for delays or extensions of time beyond the control of Choice One.

**Payment Terms** Choice One will submit monthly invoices for services performed and Client will pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. Client will exercise reasonableness in contesting

any billing or portion thereof. Choice One will be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to Choice One is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) calendar days will give Choice One the right to suspend services until payments are current. Nonpayment beyond seventy (70) calendar days will be just cause for termination by Choice One.

**Amendment** This Agreement may not be amended except in writing and executed by both Choice One and Client. No alterations or modifications to these Terms and Conditions will be effective unless affirmatively contained in the signed amendment.

**Assignment** Neither party will assign its rights, interests or obligations under the Project without the express written consent of the other party.

**Authorized Representatives** The officer assigned to the Project by Choice One is the only authorized representative to make decisions or commitments on behalf of Choice One. The Client will designate a representative with similar authority.

**Betterment** If, due to Choice One's error or omission, any required item or component of the project is omitted from Choice One's construction documents, Choice One will not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Choice One be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**Buried Utilities** Where applicable to the Project, Choice One will conduct research and prepare a plan indicating the locations of underground improvements intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by Choice One will be performed in manner consistent with ordinary standard of care. Client recognizes that the research may not identify all underground improvements and that the information on which Choice One relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against Choice One for damages to underground improvements resulting from subsurface penetration locations established by Choice One, except for damages caused by the sole negligence or willful misconduct of Choice One.

**Compliance with Laws** Choice One will perform its services consistent with normal professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Choice One will be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Consequential Damages** Neither the Client nor Choice One will be liable to the other for any consequential damages regardless of the nature or fault.

**Construction Observation. If Applicable** Construction observation will consist of visual observation of materials, equipment, or construction services for the purpose of ascertaining that the service is in general conformance with the Contract Documents. Such observation will not be construed as relieving the parties under contract in any way from their obligations and responsibilities under the Contract Documents. Specifically, observation will not require Choice One to assume responsibilities for the means and methods of construction. The Client has not retained Choice One to make detailed inspections or to provide exhaustive or continuous project review and observation services. Choice One does not guarantee the performance of, and will have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any services on the project.

**Cost Estimates or Opinions** Choice One may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Choice One acknowledge that actual costs may vary from the cost estimates or opinions prepared and that Choice One offers no guarantee related to the Project cost.

**Defects in Service** The Client will promptly report to Choice One any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and will require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify Choice One will relieve Choice One of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

**Delays** The services of each task will be considered complete when deliverables for the task have been presented to the Client. Choice One will be entitled to an extension of time and compensation adjustment for any delay beyond Choice One's control.

**Design Without Construction Administration** The Client acknowledges that there could be misinterpretations of Choice One Design Documents during construction, which could lead to errors and subsequent loss or damage. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against Choice One that may be in any way connected hereto.

**Dispute Resolution** In the event of a dispute between Choice One and Client arising out of or related to this Agreement, the aggrieved party will notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party will nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. Should such negotiation fail to resolve the dispute, the Client and Choice One agree that all disputes will be submitted to nonbinding mediation unless the parties mutually agree otherwise.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

During the pendency of any dispute, the parties will continue diligently to fulfill their respective obligations hereunder.

**Environmental Matters** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Choice One will be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client will indemnify Choice One from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Choice One.

**Governing Law** The terms of agreement will be governed by the laws of the state where the services are performed provided that nothing contained herein will be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Hiring of Personnel** Client may not directly hire any employee of Choice One. Client agrees that it shall not, directly or indirectly solicit any employee of the Engineer from accepting employment with Client, affiliate companies, or competitors of Engineer.

**Information from Other Parties** The Client and Choice One acknowledge that Choice One will rely on information furnished by other parties in performing its services under the Project. Choice One will not be liable for any damages that may be incurred by the Client in the use of third party information.

**Insurance** Choice One will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation: As required by applicable state statute
- Commercial General Liability: \$1,000,000 per occurrence (bodily injury including death and property damage) \$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit for bodily injury and property damage
- Professional Liability: \$2,000,000 per claim and \$2,000,000 aggregate

The Client will make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Choice One will be a named insured on those policies where Choice One may be at risk.

**Permits and Approvals** Choice One will assist the Client in preparing applications and supporting documents as identified in the scope of services for the Client to secure permits and approvals from agencies having jurisdiction over the Project. Assistance in applying for permit applications by Choice One does not guarantee approval of the permits by the jurisdictional regulatory authorities. The Client agrees to pay all application and review fees.

**Reuse of Documents** All documents prepared by Choice One pursuant to this Agreement are instruments of service as part of the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or any other project. Any reuse without written verification or adaptation by Choice One for the specific purpose intended will be at the Client's risk and without liability or legal exposure to Choice One. Any verification or adaptation requested by the Client to be performed by Choice One will entitle Choice One to further compensation at rates to be agreed upon by the Client and Choice One.

**Safety** Choice One will be responsible solely for the safety precautions or programs of its employees and no other party. In no event will Choice One be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

**Severability** Any provision of these terms later held to violate any law will be deemed void and all remaining provisions will continue in force. In such event, the Client and Choice One will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Site Access** The Client will obtain all necessary approvals for Choice One and subcontractors to access the Project site(s).

**Standard of Care** Services provided by Choice One will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. The standard of care will exclusively be judged as of the time the services are rendered and not according to later standards.

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Choice One will survive the completion or termination of services for the Project.

**Suspension of Work** The Client may suspend services performed by Choice One with cause upon seven (7) calendar days documented notice. Choice One will submit an invoice for services performed up to the effective date of the work suspension and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days. Choice One will be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Choice One may terminate services on the Project upon seven (7) calendar days documented notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Choice One will submit an invoice for services performed up to the effective date of termination and the Client will pay Choice One all outstanding invoices within fourteen (14) calendar days.

**Time Bar To Legal Action** All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder will be barred and under no circumstances will any such claim be initiated by either party after three (3) years have passed from the date of Choice One's final invoice, unless Choice One's services will be terminated earlier, in which case the date of termination of this Agreement will be used.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions will not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.