



4.9.2024

ADDENDUM NO. 002

REQUEST FOR PROPOSALS

“Carthage Commons” Pre-Development Services

Carthage, with the assistance of HomeBase, is searching for professional services in the pre-development and pre-construction process of “Carthage Commons,” an activated, outdoor gathering space that will serve as a hub of social events and activities.

SUBMISSION DEADLINE

Friday, April 12th, 2024

REFERENCE TITLE

Commons Pre-Development RFP

RETURN TO

alexus.wimbish@homebasecincy.org

Requests for information related to this RFP should be directed to Alexis Wimbish, Project Manager.

Prospective Proposers and all concerned are hereby notified of the following questions and answers to the Request for Proposals document for the above-listed RFP.

1. What permanent utilities are needed for the pop-up retail tents (water, power)?

The pop-up retail tents stemmed from residents of the neighborhood that are actively looking for places to sell their homemade products. The range of these products is everything from food items to gifts to clothing. I think the tents would utilize full water and power capabilities.

2. What permanent utilities are needed for the stage (stage lighting, data, wifi, A/V, etc.)?

Utilities we have discussed for the stage to include recess lighting, A/V, and a projector screen that can roll down. I think in the future we would like to be able to provide wifi, however we are unsure of a timeline for that.

3. Will there be festoon/string lighting or other general site lighting over the plaza?

I must emphasize that currently this site is very, *very* dark when the sun goes down. While string lighting would be a great feature, we would need to know more about the maintenance of this compared to ball pole lighting. If it requires a

significant more time and money to operate, then I think we'd rather stick with something simpler.

4. What are the approximate square footages of the stage, hoop houses, single-family homes?

Unfortunately, I do not have exact answers for this question.

5. Is the parking lot in lot A part of the project and will it need site lighting?

We're hopeful that the parking lot in A is part of the project, and yes, it will need site lighting. Currently there is a dilapidated residential garage there and we are in conversations with the property owner to see if it would be able to come down.

6. There is an object that looks like a shipping container shown on lot A. What is this?

I also do not have exact answers for this. We can reach out to Yard & Co. for clarification if needed.

7. What permanent utilities are needed for the hoop houses (water, power, HVAC, data, etc.)?

Water, power, HVAC, and wifi.

8. Is the complete design of the houses part of the A/E scope?

Nope! For this A/E scope, it is just the public space.

9. Is there site lighting in the parking lot behind the houses?

There will need to be lighting placed in this parking lot.

10. What is the small building behind the houses?

I also do not have exact answers for this.

11. Lot A & B will require a lot consolidation, will your team be taking care of that or would you like it to be included in our services?

Our team will take care of this – thank you for offering!

12. Lot B also will require the lots to be subdivided (assuming this will be single family lots). This will be a major subdivision (more than three lots), would you like our

services to coordinate the subdivision with ODOT, City of Cincinnati and the Dept of Transportation?

Our team can take the lead on coordinating this as we are still figuring out if single family lots are what the Civic League/Carthage Community would like to see there. We are still exploring our options.

13. Lot B indicates 5 single families on Fairpark Ave and a structure on W Seymore. What is the intended use of the W Seymore structure (ADU, garage, single family)

I do not have an exact answer, but I can contact Yard & Co. to see if there was an intended use of this structure.

14. There is a shared parking lot in the back of the residential units. Will this be a separate property under a property management company (HOA, private drive)? Or will this be city parking/drive?

Parking on Lot B would likely be managed by the entity that manages the homes. We do not have a set plan for the development of the homes, but if they are developed and managed by another entity other than the Carthage Civic League, it would likely be a private drive.

15. Please note that Lot B does not comply with current SF-4 zoning requirements. Would you like us to include services for the zoning variance process required for setbacks, etc?

Our team will take care of this – thank you for offering!

16. What will the review process be for design approvals, we typically get approval on schematic design, design development, 50% construction documents (with estimates) and 90% construction documents (with estimates).

The review process will be performed by the Carthage Commons steering committee, which includes members of the Carthage Civic League, the Carthage Business Association, and residents of the neighborhood, along with Development Officers from the City of Cincinnati Department of Community and Economic Development. We have flexibility on design approvals and are able to accommodate what your typical procedure is, with input from the City.

17. Will phasing plans be necessary? If so, what are the phases?

Yes, phasing plans will be necessary and a key tool for us after pre-development is conducted. This is a rough draft of phasing plans, and more details will come as we get further into the process.

Phase I – Acquisition [completed]

Phase II – Pre-Development/Pre-Construction [ongoing]

Phase III – Lot A construction

Phase IIIa – partial construction [TBD]

Phase IIIb – partial construction [TBD]

Phase IV = Lot B construction

18. Do you have any WBE/MBE/DBE targets for this project?

Great question! The Carthage Community is over 30% Hispanic – mostly Guatemalan and many of the residents operate small businesses, which is where the desire for pop up residential tents generated. Targets have not been established yet, but this is in progress with the Carthage Civic League.

19. Will the housing be affordable or low income? Will it be developer owned or spec housing? Intended for sale or rental properties?

There are no definitive answers or details for this question yet.

*** end of addendum ***



3.25.2024

ADDENDUM NO. 001

REQUEST FOR PROPOSALS

“Carthage Commons” Pre-Development Services

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SUBMISSION DEADLINE	Friday, April 12th, 2024
REFERENCE TITLE	Commons Pre-Development RFP
RETURN TO	alexus.wimbish@homebasecincy.org

Requests for information related to this RFP should be directed to Alexis Wimbish, Project Manager

Prospective Proposers and all concerned are hereby notified of the following changes in the Request for Proposals document for the above-listed RFP. These changes shall be incorporated in and shall become an integral part of the RFP documents.

1. Questions, interpretations, or clarifications have been extended to Friday, April 5th, 2024 at 11:59PM.
2. The deadline for submission of proposals has been extended to Friday, April 12th, 2024 at 11:59PM.
3. In the original document, RFP and RFQ are used interchangeably. This has been corrected to RFP/Request for Proposals.
4. In the original document, the “Final Site Design” graphic did not reflect what was published in the final deliverable concept by created by Yard&Co. Please see the updated graphic on page 4
5. Please note that Site Walks are available upon request.
6. Section IV. REQUIRED FORMS TO BE EXECUTED has been removed.

*** end of addendum ***



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“Carthage Commons” Pre-Development Services
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I. REQUEST AND PROCESS

Introduction and Overview

HomeBase Cincinnati is a leading resource for community-based CDCs, focused on sharing resources, funding, expertise, and creating partnerships that can help CDCs build their capacity for neighborhood transformation. HomeBase and the City of Cincinnati seek to support and assist CDCs in pursuing greater efforts and achieving outcomes that align with the goals of the community.

Carthage is one of the northernmost residential communities located in Cincinnati’s Mill Creek Valley. It forms a city island due to sharing a border with Elmwood Place and St. Bernard. The Hispanic population in this neighborhood has grown faster than any other Cincinnati neighborhood, now over 31.6% according to the 2020 U.S. Census. The Carthage Civic League owns two vacant lots at the intersection of Fairpark Ave and W. Seymore Ave. This location, right next St. Charles, is ideal for an outdoor community gathering space, tentatively called “Carthage Commons”.



In 2023, Carthage Civil League partnered with HomeBase Cincinnati and Yard and Co., an urban design firm, to host a series of community engagement events to respond to surveys and participate in shaping the vision for the vacant space. The desired amenities are outlined in the final report, which can be provided upon request to HomeBase.

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site design

final design

> **LOT A:** Create a park, green space, a stage, pop-up retail space and hoop houses to support retail incubation and community gathering.

> **LOT B:** Create single-family homes to face park.

Plan Annotations

- 1 Pop-up retail tents
- 2 Parking lot
- 3 Plaza
- 4 Hoop houses for retail/service/civic use
- 5 Stage
- 6 Green space with a playground and shade sails
- 7 Single-family homes with alley-loaded parking pads



Scope of Services

HomeBase is requesting proposals from experienced consultants or teams demonstrating the knowledge, skill, and professional experience required to provide pre-development services for the architectural design, documentation, engineering services of Carthage Commons.

A successfully qualified consulting team will demonstrate the capacity to perform services that include but is not limited to the following:

- 1) Analysis of the existing conditions of the project site, property boundaries, infrastructure capacity (water, sewage, gas, and electric). This assessment shall include, but is not limited to; structural, mechanical, project site ingress/egress, code/permitting compliance and ADA analysis of the project area(s);
- 2) Development of a complete set of construction documents, specifications and drawings;
- 3) Preparation of architectural schematics that include the desired amenities and focus on the common themes of the design;
- 4) Creation of a budget and timeline for construction
- 5) Delivery of the following:

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- a. One (1) hard copy of the complete construction documents (plans, specifications, site rendering, etc.) to HomeBase Cincinnati Project Manager
- b. Provide digital copies of all construction documents via Google Drive to HomeBase Cincinnati Project Manager

Budget

Please provide a quote/cost estimate for the work provided.

Term

Services are expected to be rendered for a period of approximately 4-5 months.

Timeline

Release of RFP	3/12/2024
Questions via email through	4/05/2024
Submission Deadline	4/12/2024
Interviews of Qualified Bids	4/15/2024
Proposed start of contract to provide resulting services	4/22/2024

Questions

All questions or requests for clarification must be submitted in writing no later than 4/05/2024 at 11:59pm ET. Questions and clarification requests may be emailed to alexus.wimbish@homebasecincy.org. Please reference "Commons Predevelopment RFP" in the subject field of the message. Questions received after the designated period may not be considered. Any response made by HomeBase will be provided in writing via Addendum.

Offerors are prohibited from contacting any other HomeBase employees, board members or any third-party representatives of HomeBase on any matter having to do with this RFP. All communications must be made to the email listed above.

Additional Information

HomeBase reserves the right to check all references furnished and consider responses received in determining qualified Offerors.

HomeBase reserves the right to perform investigations as may be deemed necessary to assure that competent persons will be and are utilized in the performance of the agreement and to verify the accuracy of content of the submissions.

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Fairness and transparency in the procurement process require that Offerors competing for a specific project do not derive a competitive advantage from having provided services related to the project/contract/work assignment in question. To that end, a firm, and each of its affiliates, hired to provide services for the preparation or implementation of a project shall be disqualified from any subsequent procurement solicitation to provide goods, works, or services resulting from or directly related to the firm’s services for such preparation or implementation, unless an exception is made in writing.

II. SUBMISSIONS AND QUALIFICATIONS

Submissions must be signed by a person who has the legal authority to contractually bind the Offeror.

The submission shall include, but is not limited to, the following and must be presented in the following order:

- A Proposed Process and Timeline for providing services as described
- A Demonstration of Technical Skill and Expertise in Long-Range Planning
- Experience and Capacity of Personnel

Submissions

Submissions should be returned to alexus.wimbish@homebasecincy.org no later than Friday, April 12th, 2024 at 11:59PM EST.

Late submissions will not be accepted.

Submissions can be withdrawn at any time until the deadline, at which time submissions will be considered firm and not be returned. Offeror must affirm their withdrawal by email communication to alexus.wimbish@homebasecincy.org. If resubmitting, Offeror is responsible for submitting prior to the deadline. By responding to this RFP, Offeror waives any right to challenge the award decision.

By submitting to this RFP, Offeror acknowledges that HomeBase is governed by Ohio Public Records Laws. Notwithstanding any statement to the contrary, HomeBase’s handling of any confidentiality obligations is subject to the limitations of this paragraph. Offeror’s submission may be subject to disclosure under Ohio Public Records Laws. HomeBase shall have no duty to defend the rights of the Offeror or any of its agents or affiliates in any records requested to be disclosed. Confidential proprietary material must be clearly identified by the Offeror as “trade secret” and easily separable from the rest of the submission. The Offeror recognizes and agrees that HomeBase is not responsible or

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liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Selection Process

A Selection Committee will review and evaluate all properly submitted responses that are received on or before the deadline. The Selection Committee will make a recommendation as to which response(s) is/are “Most Advantageous” to HomeBase, taking into consideration the proposals presented. HomeBase will review the Selection Committee’s findings in order to qualify responses to engage in providing strategic planning services as outlined.

HomeBase reserves the right to ask for additional information and clarification from or about any or all of the Offerors. HomeBase may require selected Offerors to make an oral presentation of their submissions.

Entering into an Agreement

The Offeror(s) whose submission(s) is/are found to be “Most Advantageous” will be offered the opportunity to negotiate with the intent to enter into an agreement to provide strategic planning services. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, specifications and conditions described in this RFP and with the submission presented by the Offeror.

The Offeror should be prepared to begin contract negotiations upon submission. If the Offeror is not able to begin contract negotiations, the Offeror may be disqualified. Homebase reserves the right to negotiate the Agreement to include any portion(s) of the services outlined by this RFP and to reject any and all responses in total or by components. HomeBase reserves the right to make one total award, one award for each section, multiple awards, or any combination of such and to exercise its judgment concerning the selection of one or more submissions, the terms of any resulting agreement(s), and the determination of which, if any, submission is successful in qualifying to provide services resulting from this RFP process.

III. TERMS AND CONDITIONS

The Offeror shall develop a written response to this RFP structured to comply with the requirements and conditions described within.

Liability

While each submission will be considered objectively, HomeBase assumes no obligation to accept or take action on any submission. HomeBase assumes no liability for any cost incurred in preparing and returning any submission.

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Changes and Addenda to RFP documents

It shall be the Offeror’s responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound by such changes or addenda.

Assignment

The Contractor shall not assign any interest in an agreement resulting from submission to this RFP and shall not transfer any interest in the same, whether by assignment or novation, without the written consent of HomeBase.

Subcontracting

None of the work or services covered by submission to this RFP shall be subcontracted, except as set forth herein, without written approval of HomeBase. HomeBase assumes no obligation to pay, and will not pay, any subcontractor for work or services performed pertaining to any agreement entered with the Contractor as set forth by submission. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision outlined.

In the event the Contractor employs a subcontractor without first securing approval, HomeBase shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

HomeBase shall neither accept nor be liable for any increase in costs, or other expense, delay, loss of subsequent ineligibility to contract with HomeBase, incurred by a contractor as a result of HomeBase rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to an agreement, but before the approval or award of the contract.

HomeBase shall not unreasonably withhold approval of a subcontractor.

Ineligible Vendors

Vendors represented on the City of Cincinnati’s list of “Vendors Debarred from Contracting or Subcontracting with the City” (<http://cincinnati-oh.gov/purchasing>), at the time of submission will not be qualified to be successful Offerors in this RFP process and HomeBase will not enter into any resulting agreement with any Offeror on the list. It is each Offeror’s responsibility to verify that any subcontractor it proposes to use is an eligible firm

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or person. Additionally, HomeBase will not approve a subcontractor who appears on the list.

Exceptions

The submission shall include a statement indicating compliance with the Terms and Conditions presented herein or a statement indicating any exceptions thereto subject to negotiation.

Compliance with Laws and Policies

Any agreement resulting from submission to this RFP is subject to and Contractor shall comply with all statutes, ordinances, regulations and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

Equal Employment Opportunity

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the Contractor qualified following submission to this RFP to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the Contractor’s policies and practices relating to the extension of equal employment opportunity to all person without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the proposal due to the Contractor being nonresponsive.

Americans with Disabilities Act

HomeBase is committed to supporting the Americans with Disabilities Act. Please contact staff@homebasecincy.org if you require any special accommodation.

Small Business Enterprises and Minority and Women Business Enterprises

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of SBEs and M/WBEs. This includes the use of practices such as assuring the inclusion of qualified SBEs and M/WBEs in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The SBEs and M/WBEs must be certified under the appropriate City commodity code by the time of the submission deadline.

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Information regarding the City’s SBE and M/WBE programs and a directory of certified firms can be found at <http://www.cincinnati-oh.gov/inclusion>.

Offeror’s Covenant of Non-Discrimination

By signing and submitting to this RFP, and as condition of any resulting contract award, the Offeror covenants, represents and warrants that:

The Offeror will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing. The Offeror will use good faith effort to promote opportunities for Small Business Enterprises (SBEs) and Minority- or Woman-Owned Business Enterprises (M/WBEs) to participate in and compete for opportunities to the extent of their availability and capacity.

Evaluation, Reports, Information and Audits

The Contractor agrees to participate in full evaluation activities initiated by HomeBase. The Contractor, at such times and in such form as HomeBase may require, shall furnish such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to any Agreement resulting from submission to this RFP, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain all financial and administration records for a period of three years after the expiration or termination of such Agreement, and shall permit HomeBase or any of its representatives or auditors access to such records.

Hold Harmless

The Contractor shall protect, defend and hold harmless HomeBase, its agents, employees and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, and invitees, that result in injury to persons or damage to property.

Indemnification and Insurance

The Contractor shall indemnify, defend and save HomeBase, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of error or omissions or negligent acts by the Contractor including by the Contractor’s employees and agents in the performance of any Agreement resulting from submission.

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The Contractor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such coverage shall be furnished to HomeBase prior to commencement of services by the Contractor under any Agreement resulting from submission.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of any Agreement, Comprehensive General Liability Insurance (including personal injury) with a combined single limit for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall have HomeBase named as an additional insured on the Comprehensive General Liability and Automobile Liability (including Non-Owned and Hired Auto Coverage) of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall furnish HomeBase Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification sent to HomeBase.

Conflict of Interest

A. No officer, employee, or agent of HomeBase who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate of such officer, employee or agent, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement, and the Contractor shall take appropriate steps to assure compliance with this provision.

B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that no person having any conflicting interest shall be employed in the performance of this Agreement.

C. The Contractor agrees not to engage in activities on behalf of HomeBase that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without HomeBase's informed, prior, written consent.

Confidentiality

The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City. The Contractor warrants that it has and will

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continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

Proprietary Materials

HomeBase acknowledges that in the course of performing services, the Contractor may use products, materials, or proprietary methodologies. HomeBase agrees that it shall have or obtain no rights in such proprietary products, materials, and methodologies except pursuant to a separate written agreement executed by the parties. The Contractor acknowledges that in the course of performing services for HomeBase, the materials and information produced for HomeBase are the exclusive properties of HomeBase and may not be disseminated in any manner without prior written approval of HomeBase.

Warranty

The Contractor warrants that the services to be provided hereunder will be performed in a good, timely and professional manner by qualified staff and in accordance with generally accepted professional practices. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the objective and purpose of the project as described in this RFP.

Ownership of Property

The Contractor agrees that at the expiration or in the event of any termination of the Agreement that any memoranda, maps, drawings, working papers, reports, records, files, either electronic or paper, and other similar items produced in connection with this Agreement shall become the property of the City and the Contractor shall promptly deliver such items to HomeBase.

Termination

A. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, HomeBase shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to HomeBase for damages sustained by the HomeBase by virtue of any breach of this Agreement by the Contractor, and HomeBase may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due HomeBase from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

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In the event this Agreement is terminated for cause, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of HomeBase, become HomeBase's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

B. Non-Performance/Periodic Payments. Any periodic payments from HomeBase specified in this Agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by HomeBase in this Agreement. In addition to having the right to terminate the Agreement, if the Contractor fails to satisfactorily meet any one of the Agreement obligations, HomeBase may not approve periodic payments to the Contractor and/or may file liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses HomeBase for any prior payments. HomeBase also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages

HomeBase may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the HomeBase's prior payments have been recouped as HomeBase deems appropriate, but such recoupment shall not to exceed the total amount of any prior payments. HomeBase also reserves the right in the event of nonperformance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

If the Contractor terminates this Agreement after the work has begun, HomeBase shall not be required to compensate the Contractor for services/work not fully completed.

C. Termination for Convenience of HomeBase. HomeBase may terminate this Agreement by giving thirty (30) days notice in writing from HomeBase to the Contractor. If this Agreement is terminated by HomeBase as provided, the Contractor will be compensated per ODOT CMS 108.09.

D. Alternatives to Termination. In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, HomeBase reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective

Independent Contractor

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of HomeBase. Contractor shall have exclusive control of and the exclusive right to control the details of the services

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and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between HomeBase and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of HomeBase, nor shall any such person be entitled to any benefits available or granted to employees of HomeBase.

Certification as to non-Debarment

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if it or its principals is/are presently debarred then it shall promptly return to HomeBase any funds received pursuant to this Agreement. In such event, any materials received by HomeBase pursuant to this agreement shall be retained as liquidated damages.

Waiver

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Law to Govern

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Forum Selection

Jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts. The Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Contractor to HomeBase in connection therewith.

Amendment

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

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Entirety

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

Severability

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.