



REQUEST FOR LETTERS OF INTEREST FOR:

**CONSTRUCTION  
ADMINISTRATION, INSPECTION,  
AND MATERIALS MANAGEMENT**

City of Urbana  
205 South Main Street  
Urbana, Ohio 43078  
[www.urbanaohio.com](http://www.urbanaohio.com)

## **PUBLIC NOTICE OF REQUEST FOR LETTERS OF INTEREST**

The City of Urbana, Ohio is soliciting a Request for Letters of Interest from qualified firms for construction administration, inspection and materials management for PID #103793 (US 36/US 68 Intersection Improvement). The City of Urbana intends to select one (1) qualified consultant.

**Required Prequalification:** A combination of a prime consultant and subconsultant(s) may submit in response to this requested letter of interest. Both the prime consultant and any subconsultant(s) shall have ODOT prequalified individuals for the services being provided by that respective consultant. Furthermore, consultants shall have experience in construction inspection and administration in accordance with ODOT's policies and procedures. Prequalified personnel requirements are as follows: Project Inspector, Lighting Inspector, Soils and Aggregate Inspector, and Construction Engineer Level 1.

**Timeline:** The selected consultant and any subconsultant(s) shall be authorized to proceed sometime in April 2019 with the contractor expected to start work in late April. The consultant shall be required to work in conjunction with the Urbana City Engineer as needed and as construction progresses. The construction contract end date is October 31, 2019.

**Communication Restriction:** During the time period between advertisement and the announcement of the consultant selection, the City of Urbana, Ohio will not communicate with consultants (or their agents) regarding the status of the selection process, or entertain any communications related to marketing, etc. When completed, a selection notification will be announced by U.S. mail.

**Questions:** Specific questions concerning the project details can be emailed to [tyler.bumbalough@ci.urbana.oh.us](mailto:tyler.bumbalough@ci.urbana.oh.us). Questions shall be emailed by 4:00 p.m. on Monday, March 18, 2019. All questions and answers will be posted on the city's website as an addendum by 4:00 p.m. on Tuesday, March 19, 2019 at <http://urbanaohio.com/bids/out-for-bid.html>.

**Submission Deadline:** Firms are invited to submit a response to this letter of interest to the City of Urbana on or before 4:00 p.m. local time, on Monday, March 25, 2019. Responses received after the due date/time shall not be considered.

Submit Proposals to:  
Mr. Tyler Bumbalough P.E., City Engineer  
City of Urbana Engineering Department  
205 South Main Street  
Urbana, Ohio 43078

Responses shall be sent in a sealed envelope, and the envelope shall be labeled, "Construction Inspection – US 36/US 68 Intersection Improvements".

**Request Details:** Interested parties can obtain the complete detailed request at <http://urbanaohio.com/bids/out-for-bid.html>.

The City of Urbana, Ohio shall reserve the right to reject any or all proposals.

Tyler Bumbalough, P.E.  
City Engineer  
City of Urbana, Ohio

Publish: Tuesday, March 5, 2019 and Tuesday, March 12, 2019

**03-04-19 Posting Date**

**CHP-US36-14.88**

**PID No. 103793**

**City of Urbana**

**Response Due Date: 03-25-19**

### **Communications Restrictions**

**Please note the following policy concerning communication between Consultants and the City of Urbana during the announcement and selection process:**

During the time period between advertisement and the announcement of the consultant selection, the City of Urbana will not communicate with consultants (or their agents) regarding the status of the selection process, or entertain any communications related to marketing, etc. When completed, a selection notification will be announced by U.S. mail.

Specific questions concerning the project details must be emailed to [tyler.bumbalough@ci.urbana.oh.us](mailto:tyler.bumbalough@ci.urbana.oh.us). All questions and answers will be posted on the city's website at <http://urbanaohio.com/bids/out-for-bid.html>.

### **Project Description**

The City of Urbana in Champaign County is requesting sealed and labeled Letters of Interest (LOI) from qualified firms to provide Construction Management Services including Construction Administration and Construction Inspection in connection with the planned US 36/US 68 Intersection Improvement. The project aims to replace water lines, modernize and provide safety improvements and repave within the existing roundabout and its approaches. Construction limits include Monument Square and one block in each direction along US 36 and US 68.

**Estimated Construction Cost:**      \$ 1,949,490.61

### **Prequalification Requirements**

Prequalification requirements for this agreement are listed below. For all prequalification categories other than Cost Accounting - Unlimited the requirement may be met by the prime consultant or a subconsultant.

Also, please note that only individuals (not firms) are prequalified for construction inspection activities. In instances where prequalification for these services is required, a prequalified individual, either employed by the prime consultant or a subconsultant, must be named in order to meet the requirement.

For agreements that require prequalification in Cost Accounting - Unlimited, the prime consultant and **all subconsultants that provide engineering and design related services** must be prequalified in this category. Engineering and Design Related Services are defined as follows:

Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project subject to 23 U.S.C. 112(a) as defined in 23 U.S.C 112(b)(2)(A); and Professional services of an architectural or engineering nature, as defined by State law (ORC 5526), which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project to 23

U.S.C. 112(a) and defined in 40 U.S.C. 1102(2).

**CONSTRUCTION INSPECTION AND ADMINISTRATION:**

Project Inspector;	(Refer to <b><u>Selection Subfactors</u></b> below)
Traffic Signal and Lighting Inspector;	(Refer to <b><u>Selection Subfactors</u></b> below)
Soils and Aggregate Inspector;	(Refer to <b><u>Selection Subfactors</u></b> below)
Construction Engineer Level 1;	(Refer to <b><u>Selection Subfactors</u></b> below)
Construction Management Firm	(Refer to <b><u>Selection Subfactors</u></b> below)

**COST ACCOUNTING SYSTEM:**

Unlimited (Prime consultant and subconsultants that provide engineering and design related services must meet this prequalification requirement)

**Selection Subfactors**

For this agreement, prequalification of individuals in construction inspection/administration categories is not required, but actual prequalification of individuals and partial completion of the requirements will be considered in the selection rating. Refer to the Scope of Services document for the approximate number of personnel required for the various categories. Provide resumes for proposed staff including prequalification status, and if not prequalified, a summary of requirements partially or completely met. The Construction Management Firm and Unlimited Cost Accounting categories will remain where applicable.

**Selection subfactors for this project:**

- Individual qualifications, including certifications
- Construction inspection experience on LPA local let projects, especially roundabouts and projects involving the construction of underground utilities.
- Ability to track daily quantities, keep daily diaries, assist in preparation of change orders and monthly pay estimates, provide/possess certified testing credentials, and proven ability to comply with ODOT's material management process.

**Contract Type and Payment Method**

Refer to the ODOT's Manual for Administration of Contracts for Professional Services, Volume 1: Consultant Contract Administration, Sections 4.3.A and 4.3.B for guidance concerning the appropriate contract type and payment method. Based on this guidance, contract type and payment method will be determined during the scope of services and negotiation process.

**Estimated Date of Authorization**

It is anticipated that the selected Consultant will be authorized to proceed by April 2019.

**Project Schedule**

The City is currently out for rebid for the construction contract and anticipates award and contract for the construction work by April 8, 2019. The contractor expected start date would be in late April. The project will be constructed throughout the summer with a completion date of October 31, 2019.

**Disadvantaged Business Enterprise (DBE) Participation Goal**

N/A

## **Suspended or Debarred Firms**

Firms included on the current Federal list of firms suspended or debarred are not eligible for selection.

## **Terms and Conditions**

The Department's Specifications for Consulting Services 2016 Edition will be included in all agreements selected under this request for letters of interest.

## **Compliance with Title VI of the Civil Rights Act of 1964**

The City of Urbana, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all bidders including disadvantaged business enterprises, will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in consideration for an award.

## **Selection Procedures**

The LPA will directly select a consultant based on the Letter of Interest (LOI). The requirements for the LOI and the Programmatic Consultant Selection Rating Form that will be used to select the consultant are shown below.

Firms interested in being considered for selection should respond by submitting one (1) original and two (2) copies of the Letter of Interest to the following address **by 4:00 PM on the response due date** listed above.

**Mr. Tyler Bumbalough P.E., City Engineer  
City of Urbana Engineering Department  
205 South Main Street  
Urbana, Ohio 43078**

Responses received after 4:00 PM on the response due date will not be considered.

## **Scope of Services**

The Scope of Services document is included below.

## **Requirements for Letters of Interest, Programmatic Selection Process**

- A. Instructions for Preparing and Submitting a Letter of Interest
  1. Provide the information requested in the Letter of Interest Content (Item B below), in the same order listed, in a letter signed by an officer of the firm. Do not send additional forms, cost estimates, resumes, brochures, or other material. Do submit one (1) original and two (2) copies of the letter of interest in a sealed, separate envelope with all required forms and labeled: "Construction Inspection – US 36/US 68 Intersection Improvements".

2. Letters of Interest shall be limited to ten (10) 8½" x 11" single sided pages plus two (2) pages for the Project Approach (Item B.5 below).
3. Please adhere to the following requirements in preparing and binding letters of interest:
  - a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
  - b. Page numbers must be centered at the bottom of each page.
  - c. Use 8½" x 11" paper only.
  - d. Bind letters of interest by stapling at the upper left hand corner only. Do not utilize any other binding system.
  - e. Do not provide tabbed inserts or other features that may interfere with machine copying.

B. Letter of Interest Content

1. List the types of services for which your firm is currently prequalified by the Ohio Department of Transportation.
2. List significant subconsultants, their current prequalification categories and the percentage of work to be performed by each subconsultant.
3. List the Project Inspector and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each.

Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection subfactors noted.

4. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.
5. Provide a description of your Project Approach, not to exceed two (2) pages. Confirm that the firm has visited the site and address your firm's: 1) Technical approach; 2) Understanding of the project; 3) Qualifications for the project; 4) Knowledge and experience concerning relevant ODOT and local standards, procedures and guidance documents; 5) Innovative ideas; 6) Project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs.

Items 1 thru 4 must be included within the 10-page body of the LOI. Remaining space within the ten (10) pages may be utilized to provide personnel resumes or additional information concerning general qualifications.

C. Required Forms

1. One original, executed copy of each form shall be included with the letter of interest. Multiple copies of the forms other than the executed originals shall not be required.
2. The following forms shall be completed and returned with the letter of interest:
  - Delinquent Tax Affidavit
  - Non-Collusion Affidavit

- Income Tax Affidavit
- Certification Against Debarment and Suspension
- Unresolved Finding for Recovery Certification
- Certificate of Compliance with Section 3517.13 (Campaign Contributions)

These forms are included at the end of this document.



**City of Urbana  
Consultant Selection Rating Form**

Project: CHP-US36-14.88, US 36/US 68  
Intersection Improvements  
PID: 103793  
Project Type: Construction Inspection  
District: 7

Firm Name:

Category	Total Value	Scoring Criteria	Score
<b>Management &amp; Team</b>			
Project Inspector	10	See Note 1, Exhibit 1	
Strength/Experience of Assigned Staff including Construction Engineer Level 1 and Subconsultants	25	See Note 2, Exhibit 1	
Firm's Current Workload/ Availability of Personnel	10	See Note 3, Exhibit 1	
Consultant's Past Performance	30	See Note 4, Exhibit 1	
Project Approach	25		
<b>Total</b>	100		

**Exhibit 1 - Consultant Selection Rating Form Notes**

1. The proposed project inspector for each consultant shall be ranked, with the highest ranked project inspector receiving the greatest number of points, and lower ranked project inspectors receiving commensurately lower scores. The rankings and scores should be based on each project inspector's experience on similar projects and past performance for the LPA and other agencies. The selection committee may contact ODOT and outside agencies if necessary. Any subfactors identified should be weighed heavily in the differential scoring.

Differential scoring should consider the relative importance of the project inspector's role in the success of a given project. The project inspector's role in a simple project may be less important than for a complex project, and differential scoring should reflect this, with higher differentials assigned to projects that require a larger role for the project inspector.

2. The experience and strength of the assigned staff, including subconsultant staff, should be ranked and scored as noted for Number 1 above, with higher differential scores assigned on more difficult projects. Any subfactors identified in the project notification should be weighed heavily in the differential scoring.

As above, other agencies may be contacted.

3. The consultant's workload and availability of qualified personnel, equipment and facilities shall be ranked and scored on a relative, differential scoring type basis. The scoring shall consider quantifiable concerns regarding the ability of a firm (or firms) rated higher in other categories to complete the work with staff members named in the letter of interest.
4. The consultant's past performance on similar projects shall be ranked and scored on a relative, differential scoring type basis, with the highest ranked consultant receiving a commensurately greater number of points. The selection team may consult other agencies as appropriate.

The differential scoring should consider the complexity of the project and any subfactors identified in the project notification.

### **Specific Selection Process**

1. The letter of interest will be reviewed by a selection team composed of the appropriate city officials. The reviewers will judge the letter according to the criteria listed in the Consultant Selection Rating Form.
2. After the initial review of the letters of interest received, the reviewers may informally question the firm or firms judged to have the best likelihood of performing a successful project. Any and all costs associated with the informal interview will be solely the responsibility of the proposer.
3. Following the completion of the ranking process and any necessary interviews, the top ranked firm will be asked to begin contract and cost negotiations. If the city fails to reach an agreement with the top ranked firm, then the city shall reserve the right to move on to the second ranked firm to begin the negotiation process. This process may continue in ranked order until the city has successfully executed a contract for this work.

**CITY OF URBANA  
CONSTRUCTION ADMINISTRATION, INSPECTION, AND MATERIALS MANAGEMENT  
SCOPE OF SERVICES**

**Project Specific Services**

Project Name	<b>CHP-US36-14.88 US 36/US 68 Intersection Improvement</b>
PID	<b>103793</b>
Project Description	This project includes safety improvements at the intersection of US 36/US 68 including the addition of a truck apron, curb extensions and splitter islands for the existing roundabout, lighting and water work. The project also includes Urban Resurfacing within the project limits (Monument Square and one block in each direction along US 36 and US 68).
Work Description	Construction Management Services including Construction Contract Administration and Construction Inspection – The City would like to maintain the same project personnel throughout the length of the contract
Scope of Services Meeting Date	<b>TBD</b>

**I. GENERAL REQUIREMENTS**

Provide services in accordance with ODOT’s Construction Administration Manual of Procedures, 2013 or latest revision.

**II. SCOPE OF WORK**

Provide a project team including personnel that meet the following prequalification categories:

<b>ODOT Prequalification Category</b>	<b>Approximate Number Required</b>	<b>Notes</b>
Project Inspector	1	Full time – as needed
Structures Inspector		
Coatings Inspector		
Traffic & Electrical Inspector	1	Part time – as needed
Soils & Aggregate Inspector	1	Part time – as needed
Construction Engineer Level 1	1	Part time – as needed
Construction Engineer Level 2		
<b>Non-Prequalified Personnel</b>	<b>Approximate Number Required</b>	<b>Notes</b>
Documentation Clerk		
Other		

The services may include:

A. Construction Contract Administration Duties

The performance of engineering and supervisory duties, administration, inspection and materials management required in the administration of a Federal Aid construction contract, as defined in the Ohio Department of Transportation (ODOT) Construction Inspection Manual of Procedures, and in accordance with the Construction and Materials Specifications (CMS), and construction contract specific requirements.

The table below includes the specific services required for this agreement.

PRIMARY TASK	ODOT Oversight	Responsibility		NOTES
		LPA	CONSULTANT	
<b>POST AWARD</b>				
Preconstruction Conference	X	X	X	Consultant to prepare agenda with City input.
<b>ACTIVE PROJECT ADMINISTRATION</b>				
Daily Field Engineering and Inspection	X		X	
<b>MATERIALS MANAGEMENT, TESTING AND CERTIFICATION</b>				
Asphalt, Concrete & Aggregate Producer/Supplier Monitoring	X		X	
Asphalt, Concrete & Aggregate Field Testing			X	
Field Inspection of Materials from ODOT Certified Sources			X	
Monitoring and Documentation of Materials Management Process	X		X	
<b>PROJECT DOCUMENTATION</b>				
Daily Diaries			X	
Documentation of Quantities, Completed & Accepted			X	
Monitoring of Project Documentation	X	X		
<b>ACTIVE PROJECT MANAGEMENT</b>				
Progress Meetings	X		X	

PRIMARY TASK	ODOT Oversight	Responsibility		NOTES
		LPA	CONSULTANT	
Schedule Tracking and Updates	X	X		
<b>PAYMENT &amp; REIMBURSEMENTS</b>				
Contractor Payment		X		
Summary of Progressive Payment		X		
Invoice and Reimbursement Preparation		X		
Review and Approval of Reimbursement Request	X	X		
<b>CONTRACT CHANGES</b>				
Negotiation and Preparation of Change Orders		X	X	Consultant and City to jointly negotiate. City to prepare CO's.
Concurrence on significant Change Orders for Reimbursement	X	X		
<b>CLAIMS MANAGEMENT</b>				
Claims Negotiation and Approval of Resolution		X		
Approval of Funding for Resolution	X	X		
Monitoring and Documentation of Claims Management Process	X	X		
<b>PREVAILING WAGE COMPLIANCE</b>				
Wage Interviews, Payroll Reviews		X		
Resolution of Underpaid Wages		X		
Monitoring and Documentation of Prevailing Wage Compliance Process	X	X		
<b>EEO AND DBE CONTRACT COMPLIANCE</b>				
EEO/DBE Contract Requirements		X		
Bulletin Board Monitoring		X		
Review and Approval of Contractor DBE Waivers	X	X		
Commercially Useful Function Reviews		X	X	Inspector to be point of reference for City's CUF monitoring.

PRIMARY TASK	ODOT Oversight	Responsibility		NOTES
		LPA	CONSULTANT	
Monitoring and Documentation of LPA's EEO and DBE Compliance Process	X	X		
<b>PROJECT FINALIZATION</b>				
Final Inspection and Acceptance	X	X	X	Consultant and City to jointly prepare final inspection punch list.
Resolution of Punch list Items		X	X	
Agreement of Final Quantities, Payment		X		
Final Payment to Contractor, Release of Responsibility		X		
Preparation of Project Closeout Documents		X		
Review and Approval of Finalization Documents	X	X		
Completion of LPA Contract Administration Evaluation	X	X		

B. Inspection/Testing Equipment as listed below:

Inspection/Testing Equipment	Approximate Number Required	Notes
Nuclear Density Gauge and related tools.	1	
Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.	1	
Paint Inspection Kit in accordance with CMS 514.05.		
The type and number of vehicles, either cars or trucks, for use on-site.	1	Pickup

C. If included above or requested in writing, provide a documentation clerk as follows:

1. Job Duties

Performs specialized clerical tasks (e.g. searches records, gathers & organizes data, information & summarizes in preliminary reports; checks accuracy, clarifies discrepancies & certifies final data, possesses Microsoft Word and spreadsheet skills to produce basic reports and basic data entry). Performs general clerical tasks (e.g. maintains files; sorts and routes mail; answers phones, greets visitors; orders & stocks supplies; maintains calendar; makes copies; prepares materials for mailing; schedules meetings). Prepares and maintains construction project records and reports by entering information into SiteManager (e.g. prepares daily construction diaries by compiling

information from the inspectors reports, prepares monthly project status reports, compiles data from records for accurate submission of contract information. Performs other miscellaneous duties as assigned by the Project Engineer.

## 2. Qualifications

- a. High school diploma or GED.
- b. Formal education in arithmetic that includes addition, subtraction, multiplication, division, fractions, percentages & decimals, reading, writing and speaking common English vocabulary.
- c. Two (2) years training and/or experience in office practices and procedures, including use of Microsoft Word and spreadsheets.

### **III. COMPENSATION**

- A. The City of Urbana shall make payment based on actual hours worked by the Consultant's employees, excluding sick leave, personal leave, and vacation. Payment for holidays will not be made unless the Consultant is required to work; in such case, the holiday will be considered a regular work day and will be paid at the regular hourly rate, unless the forty (40) hour work week requirement has been met as described in the following Paragraph (B). Work in excess of forty (40) hour work week must be approved by the City of Urbana prior to being incurred.
- B. If applicable, overtime will be paid for all hours worked over a total of forty (40) on a weekly basis, including core working hours and eligible driving time. Payment for eligible overtime shall be commensurate with the Consultant's personnel policies. Specifically, companies that treat overtime premium as a direct cost may bill directly for overtime plus any applicable premium rate (e.g., time and a half for each hour of overtime worked). Conversely, companies that treat overtime premium as an indirect cost (overhead) must bill/invoice overtime hours at the straight-time pay rate.

### **IV. INVOICING**

The Consultant shall submit an invoice each month. ODOT's standard invoice form shall be used.

### **V. CONSULTANT STAFF REQUIREMENTS**

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the City of Urbana, does not perform the work in accordance with the Manual of Procedures, the Construction and Materials Specifications (CMS), and construction contract specific requirements.

Should the Consultant fail to remove the employee or employees as required, or fail to furnish suitable and sufficient personnel for proper performance of the work, the City of Urbana may withhold payment of invoices submitted by the Consultant until corrective measures are taken. If the Consultant fails to comply, the City of Urbana may make a finding to that effect and so notify the Consultant in writing that the Agreement is terminated in accordance with Section 2.43 of the "Specifications for Consulting Services, 2010 Edition."

## **VI. REPORT-IN LOCATIONS AND TRAVEL REGULATIONS**

The report-in location for Consultant personnel shall be a location at or adjacent to the project site designated by the City of Urbana (use municipal building at 205 S. Main Street, Urbana, OH 43078). No compensation will be provided for commuting to and from the report-in location. Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

## **VII. SERVICES BY THE CITY OF URBANA**

- A. The City of Urbana will make available to the Consultant the necessary plans, specifications, copy of the proposal and other documents as required.
- B. The City of Urbana will provide the Consultant with documentation requirements including inspection report forms needed for computation, reporting, record keeping and field testing.

## **VIII. GENERAL PROVISIONS**

- 1. PROTECTION OF PERSONS AND PROPERTY - The firm shall take all reasonable precaution for the safety and protection to prevent damage, injury, or loss to all of its employees and the public.
- 2. TERMINATION OF CONTRACT - The City of Urbana reserves the right to terminate the contract for cause or convenience. Settlement payment will be based on successful delivery prior to termination. The city will pay the aggregate price of delivered service computed in accordance with the prices specified in the contract. Failure to meet deadlines will result in liquidated damages, which will be negotiated in the contract.
- 3. LETTER OF INTEREST ACCEPTANCE, WITHDRAWAL AND REJECTION - Each letter of interest shall constitute an offer to the city to enter into a contract with the city pursuant to the terms of the letter of interest to the extent such terms are not inconsistent with the request for letters of interest. Said offer shall not be revoked for a period of sixty (60) days from the letter of interest due date. If the withdrawal is made prior to the letter of interest deadline, sealed letters of interest may be withdrawn by the firm or its authorized representative by signing a receipt for the letter of interest. Letters of interest may be submitted again prior to the proposal deadline. The City of Urbana reserves the right to contract for all or part of the scope of services described herein and to reject any and all letters of interest.
- 4. QUESTIONS AND ADDENDA – Prior to letter of interest opening, any addenda to this proposal shall be made available to all known proposers via email. In addition, any addenda shall be posted to the city's bid webpage. The city shall not be responsible for oral instructions. All questions shall be directed to Tyler Bumbalough, Urbana City Engineer by email to the following address: tyler.bumbalough@ci.urbana.oh.us. No questions shall be answered after the deadline referenced in this request.
- 5. USE OF TERM - The personal pronoun "he" shall be understood to include persons of both sexes and other legal entities.
- 6. LAWS AND REGULATIONS - The proposer shall keep fully informed and comply with all federal and state laws, city ordinances, codes, rules and regulations which affect these services.
- 7. CITY INCOME TAX - The successful proposer shall be responsible for complying with all laws, ordinances, regulations and policies relative to the city's income tax. For specific questions regarding the city income tax, please call (937) 652-4314.
- 8. LIABILITY INSURANCE - Before starting any work under the contract, the successful proposer shall, except as otherwise approved by the city, take out and maintain at his own cost and expense,



the following insurance until the work is completed and accepted by the city. Such insurance shall be with companies and with limits satisfactory to the city and not less than required by law.

- WORKERS' COMPENSATION - The Proposer agrees to furnish an official certificate or receipt of the Ohio Bureau of Workers' Compensation showing payment of necessary premiums into the state insurance fund when such certificates are required in the request for proposal.
- COMMERCIAL GENERAL LIABILITY (to include) - Contractual Liability and Personal Injury and Property. Bodily Injury, including Personal Injury, and Property Damage \$500,000 Combined Single Limit.
- COMPREHENSIVE AUTOMOBILE LIABILITY - Including non-ownership and hired car coverage as well as owned vehicles. Bodily Injury and Property Damage: \$500,000 Combined Single Limit.
- PROFESSIONAL LIABILITY INSURANCE - Consultant shall include, in their proposal, a description of arrangements which they have regarding professional liability insurance coverage (errors and omissions). A minimum of \$2,000,000 coverage may be required.

Certificates of insurance acceptable to the city's Director of Law shall be filed with the city with the contract for this project and prior to commencement of any work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless a fifteen (15) day (minimum) prior written notice has been given to the city. Proposers shall indicate if they have professional liability errors and omissions insurance and the amount of coverage. Should any insurance described in any certificate expire or be terminated during the period when the same is required under this contract, the city shall be notified immediately and such expired or terminated insurance must be replaced with new insurance certificates prior to date of such expiration or termination.

9. PROPOSAL PROTESTS - Proposers whose proposals are refused or rejected by the city and proposers who object to the awarding committee's recommendation of a contract award who desire reconsideration must submit a written request for reconsideration to the city's Director of Administration, stating all reasons the proposer objects to the committee's decisions. All requests for reconsideration must be submitted within five (5) days after the committee has posted notice of its recommendation for award. Proposers, who fail to submit a petition for reconsideration within the said five (5) day period, waive any objections to the decisions of the committee.

## **IX. CITY OF URBANA STANDARD TERMS AND CONDITIONS**

The City of Urbana's standard terms and conditions shall be applicable to this request for proposal and any subsequent contract between the city and the consultant. These standard terms and conditions are included below:

### City of Urbana Standard Terms and Conditions

1. **BILLING:** All goods or services must be billed to the City of Urbana and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Finance Department within three business days or your disagreement is waived.

2. **INVOICE:** Prepayment or progress payments are not permitted unless prior authorization is obtained from the Finance Department. All invoices are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Urbana is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 36-640-1492-W. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Urbana reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default (defined as notified in writing by the City of Urbana you are in default and you have failed to cure the default within the time specified), the City of Urbana may procure the items from other sources and hold you responsible for any excess costs incurred thereby and any other damages permitted by law.
9. **NO VERBAL AGREEMENTS:** The City of Urbana will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Urbana.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and hold harmless the City of Urbana, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim,

suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.

11. **INSPECTION:** The City of Urbana may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Urbana including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Urbana, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Urbana. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Urbana.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Urbana or to an agent or consignee duly designated by the City of Urbana at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Urbana. A packing slip must accompany each such shipment and if a shipment is to be a consignee or an agent of the City of Urbana, a copy of the packing slip shall be forwarded concurrently to the City of Urbana. If no such packing slip is sent, the count or weight by the City of Urbana or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **HOLD HARMLESS:** You shall indemnify and hold the City of Urbana, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suit, or liabilities (including attorney's fees of the City of Urbana) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Urbana upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the negligence of the City of Urbana other than where the City of Urbana's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

15. **INSURANCE:** If requested by the City of Urbana, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Urbana, which policies shall be written so as to protect the City of Urbana and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Urbana and proof of such insurance shall be furnished by you to the City of Urbana. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Urbana within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
  
16. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this purchase order shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Urbana shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Urbana or a party duly authorized by the City of Urbana). Upon the City of Urbana's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Urbana.
  
17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Urbana, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
  
18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Urbana, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
  
19. **EQUAL EMPLOYMENT OPPORTUNITY:**
  - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, or genetic information with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.

20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Urbana in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Urbana may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Champaign County, Ohio.
23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Urbana.

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO

ss:

COUNTY OF \_\_\_\_\_

TO: City of Urbana, Ohio

The undersigned, being first duly sworn, having been awarded a contract by you for the Construction Inspection – US 36/US 68 Intersection Improvements, hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_  
Affiant

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

NON-COLLUSION AFFIDAVIT

State of Ohio

ss:

County of \_\_\_\_\_

Bid Identification: Construction Inspection – US 36/US 68 Intersection Improvements

CONTRACTOR \_\_\_\_\_(name of individual), being first duly sworn, deposes and says that he is \_\_\_\_\_(sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_(corporate or business name of the party making the foregoing BID); that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid any fee or will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

CITY OF URBANA INCOME TAX AFFIDAVIT

STATE OF \_\_\_\_\_

ss

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn deposes and says as follows:

- 1. That he holds the office of \_\_\_\_\_ in \_\_\_\_\_;  
Company
- 2. That said Company will comply in all respects with the City of Urbana, Ohio Income Tax Ordinances and Regulations, as the same pertain to said project;
- 3. More affiant sayeth not.

\_\_\_\_\_  
Authorized Signature

Swore to a subscribed in my presence, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public, State of Ohio  
My commission expires \_\_\_\_\_, 20\_\_\_\_.  
Recorded in \_\_\_\_\_ County



## CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

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Signed: \_\_\_\_\_

Title: \_\_\_\_\_

UNRESOLVED FINDING FOR RECOVERY CERTIFICATION

I, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

do hereby certify that \_\_\_\_\_ **does not**  
(Company or Individual Name)

have an unresolved finding for recovery issued by the Auditor of the State of  
Ohio as defined by Ohio Revised Code (ORC) Section 9.24 as of \_\_\_\_\_, 20\_\_.  
(Date)

\_\_\_\_\_  
Signature of Officer or Agent

\_\_\_\_\_  
Name (Print)

STATE OF \_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Ohio  
My commission expires \_\_\_\_\_, 20\_\_.  
Recorded in \_\_\_\_\_ County

CERTIFICATE IN COMPLIANCE WITH SECTION 3517.13  
OF THE OHIO REVISED CODE

Construction Inspection – US 36/US 68 Intersection Improvements

I, \_\_\_\_\_, an individual or as a representative  
(Please print)

of \_\_\_\_\_ for a contract for Construction Inspection--  
(Name of Entity) US 36/US 68 Intersection Improvements

to be let by the City of Urbana, Ohio, make the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further state that I have the authority to make the following representation on behalf of myself or of the business entity:

1. That none of the following has individually made within the previous twenty-four (24) months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Urbana City Council or their individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;
  - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (d) of this section (only applicable to contributions made on or after September 28, 2007).
  
2. That none of the following, in combination of two (2) or more, have made since September 28, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following in combination will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Urbana City Council or their individual campaign committees:
  - a. myself;
  - b. any partner or owner or shareholder of the partnership (if applicable);
  - c. any owner of more than 20% of the corporation or business trust (if applicable);
  - d. each spouse of any person identified in (a) through (c) of this section;

- e. each child seven years of age to seventeen years of age or any person identified in divisions (a) through (c) of this section;
  - f. any political action committee affiliated with the partnership or other unincorporated business, association, estate, or trust.
3. I recognize that any contract awarded to me in violation of R.C. 3517.13 may be rescinded and that I may be either fined not more than one thousand dollars or an amount equal to three times the amount contributed in excess of the amount permitted by the applicable division, if I am found guilty.
4. I further recognize that, pursuant to R.C. 3517.992(R)(3), knowingly making a false statement on this certification is a fifth degree felony.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Sworn to before me, and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public