



REQUEST FOR PROPOSALS FOR:

**HYDROLOGIC AND HYDRAULIC
ANALYSIS STUDY-DUGAN RUN
(DITCH)**

City of Urbana
205 South Main Street
Urbana, Ohio 43078
www.urbanaohio.com

PUBLIC NOTICE OF REQUEST FOR PROPOSALS

The City of Urbana, Ohio is soliciting a Request for Proposals from qualified engineering firms to conduct a hydrologic and hydraulic study of Dugan Run (Ditch) and associated work in order to reestablish the 1% (100-year) floodplain.

The services to be provided under this contract include, but are not limited to the following services: research, surveying, analysis, study, modeling, map revisions, and coordination with FEMA.

Firms are invited to submit a response to this RFP to the City of Urbana on or before 10:00 a.m. local time, on Monday, December 16, 2013. Responses received after the due date/time shall not be considered.

Submit Proposals to: City of Urbana, Ohio
Administration Office
Attn: Doug Crabill
205 South Main Street
Urbana, OH 43078

Responses shall be sent in a sealed envelope, and the envelope shall be labeled, "Hydrologic and Hydraulic Analysis Study-Dugan Run (Ditch)".

Interested parties can request the full notification from Mr. Doug Crabill, Assistant to the Director of Administration, 205 South Main Street, Urbana, Ohio 43078 (937) 652-4305 or obtain it at <http://www.urbanaohio.com/bids/out-for-bid.html>.

Questions regarding the proposal process should be referred to Mr. Doug Crabill, Assistant to the Director of Administration, doug.crabill@ci.urbanda.oh.us or (937) 652-4305.

Kerry Brugger
Director of Administration
City of Urbana, Ohio

Publish: November 22, 2013 and November 29, 2013

SECTION I - SUMMARY AND SCHEDULE
REQUEST FOR PROPOSAL (RFP)
Hydrologic and Hydraulic Analysis Study-Dugan Run (Ditch)

Project Title:

Hydrologic and Hydraulic Analysis-Dugan Run (Ditch)

Issuing Agency:

City of Urbana, Ohio

Contact Person:

Doug Crabill
Assistant to the Director of Administration
205 South Main Street
Urbana, OH 43078
(937) 652-4305
Email: doug.crabill@ci.urbana.oh.us

Questions:

All questions should be directed to Doug Crabill via postal mail or email no later than 10:00 a.m. local time on Thursday, December 5, 2013. Responses will be posted to the city's bid page on the city website as an addendum.

Proposal Due:

Monday, December 16, 2013
No later than 10:00 a.m local time.

Submit Proposal to:

City of Urbana, Ohio
Administration Office
Attn: Doug Crabill
205 South Main Street
Urbana, Ohio 43078

Required Submittal: Cover Letter and one (1) original and two (2) copies of proposal submitted in a sealed, separate envelope labeled: "Hydrologic and Hydraulic Study-Dugan Run (Ditch)".

SECTION II - PROJECT DESCRIPTION

The City of Urbana, Ohio is soliciting a Request for Proposals from qualified firms to conduct a hydrologic and hydraulic study of Dugan Run (Ditch) and associated work in order to reestablish the 1% (100-year) floodplain. The city's intent is to select a firm who will work with the city on several phases of work over an extended period of time. Essentially, this firm would

be the city's floodplain consultant for Dugan Run (Ditch) and its tributaries until the city achieves its desired goals, or the firm and the city decide to discontinue their relationship.

The initial focus of the city is to have the selected firm conduct a hydrologic and hydraulic study of Dugan Run (Ditch) from the Miami Street (United States Route 36 West) Bridge at the Urbana Depot to the channel and associated floodplain of Dugan Run (Ditch) between a culvert on Bloomfield Avenue and a culvert on Maple Tree Lane. The city may also choose to increase the study area to include the channel and associated floodplain from the Maple Tree Lane culvert to the bridge on Dellinger Road (northern corporation limits).

This study will utilize as-built drawings from the three construction projects along Dugan Run (Ditch) that have been undertaken by the city between 2009 and 2012. These projects are as follows:

- 1) Dugan Ditch Improvements (culvert replacements on Bloomfield Avenue and Maple Tree Lane, ditch cleaning)
- 2) Russell Street/Dugan Ditch Improvements (storm system separation to increase capacity between Russell Street and Urbana Depot, installation of 250 feet of 96-inch Reinforced Concrete Pipe and 100 feet of 84-inch galvanized steel pipe, ditch cleaning)
- 3) Dugan Ditch Improvements, Phase 2 (culvert replacements on North Julia Street and West Ward Street, ditch cleaning).

Using this study data, the selected firm will summarize the impacts to the 1% (100-year) floodplain in a report that will be used as the baseline data to complete the FEMA LOMR/PMR process for the culvert and channel work that was completed in the city's projects.

Future work may include additional study and analysis of Dugan Run (Ditch) and its tributaries.

SECTION III - COORDINATION

The City of Urbana's Engineering Division and Floodplain Administrator as well as the city's Administration Office will work in conjunction with the selected firm to ensure successful implementation and completion of the scope of the work.

SECTION IV - SCOPE OF SERVICES

The services to be provided by the selected firm shall include, but not be limited to, the following: research, surveying, analysis, study, modeling, map revisions, and coordination with FEMA.

SECTION V - CITY'S RESPONSIBILITIES

It is mutually understood and agreed that the city will furnish, as required for the work and not at the expense of the firm, the following items:

- All maps, drawings, records and other data that are available in the files of the city and which may be useful in the work involved under this contract.
- Access to public property when required to conduct field investigations/project related work.
- Charges for review of drawings and specifications by City of Urbana departments.

SECTION VI - COMPENSATION

Upon selection, for the services covered under contract for this project work, the city anticipates paying the engineering firm as follows:

- Actual costs plus multiplier. Actual costs will include hourly rates for firm's employees, subcontractors, and travel expenses related to this work. The hourly rates shall include actual hourly rate by job title plus overhead and all direct expense chargeable to the employee's hourly rate. No additional compensation will be made for any other costs incurred by the firm during the progress of the work, unless the expenditure has been pre-approved by the city Director of Administration or his designee. The multiplier shall be shown as a percent of the total invoice.

SECTION VII - SELECTION CRITERIA

It is the City of Urbana's intent to select a firm that demonstrates a clear understanding of the city's needs and concerns, proposes the best work plan, and demonstrates the best relevant experience. The following is a list, in random order, of the selection criteria to be used in the selection process.

- Background of Firm/Background of Personnel. Maximum Points: **20**
- Proximity of Firm to Project Site. Maximum Points: **5**
- Capacity to Perform Work. Maximum Points: **15**
- References. Maximum Points: **20**
- Understanding of Project. Maximum Points: **15**
- Project Schedule/Completion Plan. Maximum Points: **10**
- Past Performance on Other City Projects. Maximum Points: **15**

SECTION VIII - PROPOSAL FORMAT

The following proposal format shall be used. It is preferred that the sections be separated by tabbed dividers.

A. Cover Letter

The cover letter shall be signed by an official authorized to sign for the firm and shall include:

- Assurance of compliance with liability insurance requirements contained in the GENERAL PROVISIONS of this request for proposal, including information regarding firm's errors and omission insurance; and
- Firm name, primary address, email, telephone, facsimile and federal identification number.

B. Background of Firm/Background of Personnel

This section of the proposal should provide a detailed background of the firm and its qualifications. Furthermore, this section should detail the experience, training, and qualifications of the key personnel proposed to be directly involved in this project. The qualifications of the project manager and other firm personnel assigned to this project shall be summarized. If subcontractors are included in the project team, list the names, addresses, and expertise which the subcontractor(s) will provide. The city reserves the right to approve subcontractors.

C. Proximity of Firm to Project Site

This section should list the approximate mileage from the firm's office that will be principally working on this project to the center of Urbana, Ohio (Monument Square).

D. Capacity to Perform Work

This section should highlight the firm's ability to perform the project work within the specified timeline, including the firm's staffing resources and project management process.

E. References

This section should discuss the firm's previous work on projects similar in scope and character. References and a current client list should be provided, including contact names and telephone numbers.

F. Understanding of Project

This section of the proposal should demonstrate the firm's understanding of the scope of work, summarize the key activities to be undertaken, and explain how the city's needs will be fulfilled.

G. Project Schedule/Completion Plan

The section should include the firm's proposed schedule, including significant milestone achievement dates. This proposed schedule should detail an action plan for completing the required deliverables within a reasonable timeframe.

H. Past Performance on Other City Projects

This section should highlight and detail city projects previously performed. Furthermore, this section should include any challenges that may have been experienced by the firm in completing these projects and how these challenges were overcome to deliver a successful project.

I. Litigation

If applicable, the firm shall include a statement describing litigation pending and/or claims by the Internal Revenue Service pending against the firm. If not applicable, the firm shall state such litigation and/or claims are not pending.

J. Other Pertinent Information

Provide any other information which the firm considers necessary to provide a completed proposal.

K. Required Forms (all shall be completed and returned with the proposal.)

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

SECTION IX - PROPOSAL SUBMISSION

- Submit cover letter and one (1) original and two (2) copies of your request for proposals (including forms) by 10:00 a.m., local time Monday, December 16, 2013. Submit proposals to:

City of Urbana
Administration Office
Attn: Doug Crabill
205 South Main Street
Urbana, Ohio 43078

- Proposal shall be submitted in a sealed, separate envelope on which the following information shall be noted on the envelope:

Hydrologic and Hydraulic Analysis Study-Dugan Run (Ditch)

Due: Monday, December 16, 2013 by 10:00 AM local time

SECTION X- EVALUATION AND SELECTION PROCESS

A. *Evaluation Method*

- Proposals will be received from interested parties until the time stated under Section I, Summary and Schedule. All properly received proposals will be reviewed in accordance with the criteria stated in this request for proposals.
- The proposals will be reviewed by an evaluation committee composed of the appropriate city officials. The reviewers will judge the proposals according to the criteria listed herein.
- After the initial review of the proposals 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.
- The lowest cost will not be the sole determining factor in choosing the firm.
- 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.

SECTION XI - GENERAL PROVISIONS

1. SUBCONTRACTORS - It is recognized that subcontractors may be utilized to do parts of the project. However, it is intended that the majority of the work be accomplished by the selected firm. If subcontractors are planned to be used, the firm submitting the proposal shall, as part of the proposal, submit all subcontractors proposed to complete the work and the extent of their involvement and expertise. All such subcontractors shall be subject to the approval of the City.
2. 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.
3. 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.
4. PROPOSAL ACCEPTANCE, WITHDRAWAL AND REJECTION - Each proposal shall constitute an offer to the city to enter into a contract with the city pursuant to the terms of the proposal to the extent such terms are not inconsistent with the request for proposals. Said offer shall not be revoked for a period of sixty (60) days from the proposal due date. If the withdrawal is made prior to the proposal deadline, sealed proposals may be withdrawn by proposer or his authorized representative by signing a receipt for the proposal. Proposals 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 proposals.

5. QUESTIONS AND ADDENDA – Prior to proposal 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 Doug Crabill, Assistant to the Director of Administration, at (937) 652-4305 or doug.crabill@ci.urbana.oh.us during normal business hours, 8:00 AM to 5:00 PM weekdays. No questions shall be answered after the deadline referenced in this RFP.
6. USE OF TERM - The personal pronoun "he" shall be understood to include persons of both sexes and other legal entities.
7. 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.
8. 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, contact Melissa Bair, (937) 652-4314.
9. 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.

10. 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.

SECTION XII – 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, or ancestry 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 Hydrologic and Hydraulic Analysis Study-Dugan Run (Ditch), 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 _____, 2013.

Notary Public

NON-COLLUSION AFFIDAVIT

State of Ohio

ss:

County of _____

Bid Identification: Hydrologic and Hydraulic Analysis Study-Dugan Run (Ditch)

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 _____, 2013.

Notary Public

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.

Signed: _____

Title: _____

CERTIFICATE IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

I, _____, an individual or as a representative
(Please print)
of _____ for a contract for Hydrologic and Hydraulic
(Name of Entity) Analysis Study-Dugan Run (Ditch)

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