



REQUEST FOR LETTERS OF INTEREST FOR:

COMPLEX RIGHT OF WAY PLAN DEVELOPMENT

City of Urbana
205 South Main Street
Urbana, Ohio 43078
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 complex right of way plan development for three ODOT LPA projects: PID #92385 (West Market Street Bridge), #96836 (US 36 East Improvements), and #96388 (SRTS, Phase 2). The City of Urbana intends to select one (1) qualified consultant to perform complex right of way development for all three projects.

Required Prequalification: A combination of a prime consultant and sub-consultant(s) may submit in response to this requested letter of interest. Both the prime consultant and sub-consultant(s) shall be ODOT prequalified for the services being provided by that respective consultant. Furthermore, consultants shall have experience in complex right of way plan development in accordance with ODOT's right of way plan development policies and procedures. Right of way plan development services to be provided may include the following: courthouse research (to evidence all ownership and interest rights in a property), the practice of surveying (as defined in O.A.C. 4733.01), the performance of right of way computations, the preparation of right of way plans, the preparation of legal descriptions that include closure checks. In accordance with ODOT requirements, the design of the plans shall be separated from the review of the plans. Furthermore, the reviewer shall be an Ohio registered Professional Surveyor.

Timeline: The selected consultant and sub-consultant(s) shall be authorized to begin plan development on or before April 15, 2014. The consultant shall be required to work in conjunction with the Urbana City Engineer to meet the specific timelines for each respective project as outlined in the request for letters of interest.

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 doug.crabill@ci.urbana.oh.us. Questions shall be emailed by 4:00 p.m. on Monday, March 17, 2014. All questions and answers will be posted on the city's website as an addendum by 4:00 p.m. on Tuesday, March 18, 2014 at <http://www.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 1:00 p.m. local time, on Monday, March 24, 2014. 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, "Complex Right of Way Plan Development".

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

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

Kerry Brugger
Director of Administration
City of Urbana, Ohio

Publish: Friday, February 28, 2014 and Friday, March 7, 2014

SECTION I - SUMMARY AND SCHEDULE
REQUEST FOR LETTERS OF INTEREST
Complex Right of Way Plan Development

Project Title:

Complex Right of Way Plan Development

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: Specific questions concerning the project details can be emailed to doug.crabill@ci.urbana.oh.us. Questions shall be emailed by 4:00 p.m. on Monday, March 17, 2014. All questions and answers will be posted on the city's website as an addendum by 4:00 p.m. on Tuesday, March 18, 2014 at <http://www.urbanaohio.com/bids/out-for-bid.html>.

Letters of Interest Due:

Monday, March 24, 2014

No later than 1:00 p.m local time.

Submit Proposal to:

City of Urbana, Ohio

Administration Office

Attn: Doug Crabill

205 South Main Street

Urbana, Ohio 43078

Required Submittal: One (1) original and two (2) copies of Letter of Interest submitted in a sealed, separate envelope with all required forms and labeled: "Complex Right of Way Plan Development".

SECTION II - PROJECT DESCRIPTION

A prime consultant and any sub-consultant(s) will provide complex right of way plan development on behalf of the City of Urbana for three ODOT LPA projects: PID #92385 (West Market Street Bridge), #96836 (US 36 East Improvements), and #96388 (SRTS, Phase 2).

SECTION III - COORDINATION

The City of Urbana's Engineering Division as well as the city's Administration Office will work in conjunction with the selected consultant and any sub-consultant(s) to ensure successful implementation and completion of the scope of the work. Furthermore, the selected consultant and any sub-consultant(s) shall be required to work in conjunction with the Urbana City Engineer to meet the specific timelines for each respective project. Lastly, the selected consultant and sub-consultant(s) will be required to work in conjunction with the ODOT District 7 Real Estate Office.

SECTION IV - SCOPE OF SERVICES

Based on the respective schedules in ODOT's Ellis system for each of the LPA projects, the city has prioritized the complex right of way plan development needs.

Priority #1-West Market Street Bridge Replacement Project (PID #92385)

The West Market Street Bridge Replacement Project (PID #92385) shall be the first priority. The complex right of way plan design, review, and submission shall be completed as soon as possible. The city anticipates that the consultant shall be authorized to begin work on or before April 15, 2014. Right of way plan work for the West Market Street Bridge shall begin upon contract award. By November 3, 2014, the city is required by ODOT to have the right of way plans approved and the acquisition process complete. A separate acquisition consultant shall be selected by the city at a later date. Final right of way plans were originally due by January 8, 2014 to ODOT. However, due to a misunderstanding between the city and ODOT, this deadline was missed. Construction plans have been previously completed by the City Engineering staff. The Stage 2 submission has already been completed. Based on the worst case construction limits of the plans previously developed, the following acquisition is anticipated for the project:

- Permanent right of way needs to be acquired on a bridge replacement project due to the addition of wing walls and the installation of rock channel protection. Permanent takes are across one parcel which is located along the ditch at 218 West Market Street, Urbana, OH 43078.
- Temporary right of way needs to be acquired for access to the work area from the north end of the proposed box culvert. This private property is located on the same parcel and at the same address as previously stated.

Priority #2-US 36 East Improvements Project (PID #96836)

The US 36 East Improvements Project (PID #96836) shall be second priority upon the successful completion of the right of way plans for the West Market Bridge. The US 36 East Improvements Project is in a commercial district along US Route 36 East between Berwick Drive and Dugan Road in Urbana. This project will improve pedestrian/bicycle access and safety, including the elimination of sidewalk gaps and the addition of pedestrian amenities. In

conjunction with this project, storm water improvements will be made, and the road will be resurfaced. There are several known easements within the project boundaries or touching the project boundaries. To date, the city engineer has made significant progress on the construction plan development. The Stage 2 plans for this project are due to ODOT by November 4, 2014. Furthermore, the right of way plans shall also be submitted to ODOT by November 4, 2014. A separate acquisition consultant shall be selected by the city at a later date. Based on the worst case construction limits of the preliminary plans developed, the following acquisition is anticipated for the project:

- Permanent takes (one right of way and one storm sewer easement) need to be acquired across two parcels due to sidewalk and storm work.
- Temporary right of way takes need to be acquired on approximately thirteen parcels. These takes are primarily due to embankment and replacement work.

Priority #3-Safe Routes to School, Phase 2 Project (PID #96388)

Safe Routes to School, Phase 2 Project (PID #96388) shall be the third and final priority upon successful completion of the right of way plans for the West Market Street Bridge and the US Route 36 East Improvements Project. The project area for the Safe Routes to School, Phase 2 Project is in a residential district and includes two school areas. This project will add sidewalks to improve pedestrian access/student safety. Sidewalk installation will run along the south side of Boyce Street (from East Lawn Avenue to Jefferson Avenue) and the east side of Madison Avenue (from Boyce Street to Central Avenue). Washington Avenue near the Junior High School will also need right of way plans due to flashing school zone signs being installed. The City Engineer has already submitted the Stage 1 plans to ODOT. The Stage 2 plans are due to ODOT by March 2, 2015. In addition, the final right of way plans are also due to ODOT by March 2, 2015. Based on the worst case construction limits of the preliminary plans developed, the following acquisition is anticipated for the project:

- Permanent right of way needs to be acquired across approximately nine parcels. These takes are primarily due to sidewalk installation too near the existing right of way lines.
- Temporary right of way spans the same nine parcels and gives the contractor added room during construction.

All three projects have at least preliminary right of way work complete, such as pin locates. The depth of this work will be discussed after a consultant is chosen but before costs are agreed upon.

The Consultant shall follow sound engineering and surveying practices and conform to the following specifications: (1) ODOT's Right of Way Manuals; (2) ODOT's Real Estate Policies and Procedures Manual; (3) ODOT's Location and Design Manual; (4) ODOT's Location and Design Sample Plan Sheets; (5) ODOT's Survey Manual; (6) ODOT's Standard Construction Drawings; (7) Chapter 4733-37 of the Ohio Administrative Code (O.A.C.); (8) County Conveyance Standards; (9) project specific Scope of Services requirements; (10) other specifications and manuals as applicable.

The Consultant shall develop right of way plans that shall allow the city's separate acquisition consultant (to be selected at a future date) to complete acquisition in conformance with the Uniform Acquisition and Relocation Act and the standards of ODOT and FHWA.

In accordance with ODOT requirements, the design of the plans shall be separate from the review of the plans; the designer shall work directly under the supervision of a Professional Surveyor registered in the State of Ohio. Furthermore, the reviewer shall be a different Ohio registered Professional Surveyor than the surveyor involved in the design process.

The Consultant shall be required to provide monthly status reports for the duration of the project.

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, including construction plans.
- Access to public property when required to conduct field investigations/project related work.

SECTION VI - COMPENSATION

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

- **No cost estimate shall be included with the letter of interest. Cost will be negotiated upon selection of the top scoring consultant. Refer to selection criteria.**
- 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 – LETTER OF INTEREST FORMAT

General Instructions for the Letter of Interest:

The following content shall be included with the Letter of Interest

A. General Instructions for the Letter of Interest

- Provide the information requested under Letter of Interest Content (see item B below), in the same order listed, in a letter signed by an officer of the firm.

- One (1) original and two (2) copies of Letter of Interest submitted in a sealed, separate envelope with all required forms and labeled: "Complex Right of Way Plan Development".
- Letter of Interest shall be limited to ten (10) 8 ½" x 11" single sided pages. In addition, the required forms (see item C below) shall be completed and returned with the Letter of Interest. The completed forms shall not count toward the 10 page limitation. One original, executed copy of each form shall be included with the required quantity of Letter of Interest. Multiple copies of the forms other than the executed originals shall not be required.
- Please follow these requirements in preparing and binding letter of interest:
 - a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
 - b. Page numbers shall be centered at the bottom of each page. Page numbers shall not be required on the executed forms.
 - c. Use 8 ½" x 11" paper only.
 - d. Bind letter of interest by stapling at the upper left hand corner only. Do not utilize any other type of binding system.
 - e. Do not provide tabbed inserts or other features that may interfere with machine copying.

B. Letter of Interest Required Content

- 1) List firm's name, primary address, email, telephone, facsimile and federal identification number.
- 2) List the types of services for which your firm is currently prequalified for by the Ohio Department of Transportation.
- 3) List any sub-consultant(s), the prequalification categories for this/these sub-consultant(s), and the percentage of work to be performed by each sub-consultant.
- 4) Identification of the project manager and description of the project manager's proposed duties, experience, length of time with the firm, and qualifications. The project manager will be the city's point of contact with the consultant for the duration of the project.
- 5) Identification of key staff members, including key sub-consultant staff, and description of the staff's experience, length of time with the firm, and qualifications. Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection sub-factors noted.
- 6) 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. Identify current projects that are under contract in the primary office and provide a quantifiable description of the amount of time that assigned staff has to complete the project.
- 7) Provide a detailed methodology that addresses the proposed schedule in relation to the critical issues on this project. Confirm that the firm has visited the project sites, include the firm's understanding of the project, innovative ideas, and any other relevant information concerning the firm's qualifications for the project. Address your firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs (Not to exceed two pages).

Items 1 thru 7 shall be included within the 10-page body of the Letter of Interest. Remaining space within the ten (10) pages shall be utilized to provide personnel resumes or additional information concerning general qualifications.

C. Required Forms

- One original, executed copy of each form shall be included with the required quantity of Letter of Interest. Multiple copies of the forms other than the executed originals shall not be required.
- The following forms shall be completed and returned with Letter of Interest:
 - 1) Delinquent Tax Affidavit
 - 2) Non-Collusion Affidavit
 - 3) Income Tax Affidavit
 - 4) Certification Against Debarment and Suspension
 - 5) Unresolved Finding for Recovery Certification
 - 6) Certificate in Compliance with Section 3517.13 (Campaign Contributions)

SECTION VIII- SCORING FORM

A. Scoring Form

- The following consultant selection rating form shall be utilized by the scoring committee for selection of the consultant:

Category	Total Value	Scoring Criteria	Score
Management & Team			
Project Manager	10	See Note 1, Exhibit 1	
Strength/Experience of Assigned Staff including Subconsultants	25	See Note 2, Exhibit 1	
Firm's Current Workload/ Availability of Personnel	10	See Note 4, Exhibit 1	
Consultant's Past Performance	30	See Note 3, Exhibit 1	
Project Approach	25		
Total	100		

B. Consultant Selection Rating Form Notes (Exhibit 1)

- 1) The proposed project manager for each consultant shall be ranked, with the highest ranked project manager receiving the greatest number of points, and lower ranked project managers receiving commensurately lower scores. The rankings and scores should be based on each project manager'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 manager's role in the success of a given project. The project manager'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 manager.

- 2) The experience and strength of the assigned staff, including sub-consultant 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 consultants' 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 should consider ODOT CES performance ratings if available, and consult other agencies as appropriate. The use of CES ratings shall place emphasis on the specific type of services requested.

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

- 4) 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.

SECTION IX- EVALUATION AND SELECTION PROCESS

- 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 Section VIII (Scoring Form).
- 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.
- 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.
- Firms included on the current Federal list of firms suspended or debarred shall not be eligible for selection.

SECTION X – LETTER OF INTEREST SUBMISSION

- Submit one (1) original and two (2) copies of Letter of Interest (including forms) in a sealed, separate envelope with all required forms and labeled: “Complex Right of Way Plan Development” by 1:00 p.m., local time Monday, March 24, 2014.
- Submit letter of interest 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:

Complex Right of Way Plan Development

Due: Monday, March 24, 2014 by 1:00 PM local time

SECTION XI - 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 Doug Crabill, Assistant to the Director of

Administration by email to the following address: doug.crabill@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, contact Melissa Bair, (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.

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, 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 Complex Right of Way Plan Development, 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 _____, 2014.

Notary Public

NON-COLLUSION AFFIDAVIT

State of Ohio

ss:

County of _____

Bid Identification: Complex Right of Way Plan Development

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 _____, 2014.

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 Complex Right of Way
(Name of Entity) Plan Development

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