



REQUEST FOR QUALIFICATIONS FOR:  
**GRIMES FIELD AIRPORT**  
**URBANA, OHIO (I74)**

**ENGINEERING CONSULTING  
& GRANT ADMINISTRATION  
SERVICES**

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

## PUBLIC NOTICE OF REQUEST FOR QUALIFICATIONS

The City of Urbana, Ohio is soliciting a Request for Qualifications from qualified consultants for engineering consulting services and grant administration services for Grimes Field Airport (I74) in Urbana, Ohio. This airport is owned the city, and this airport participates in the Federal Aviation Administration's Airport Improvement Program (AIP). Furthermore, the city and the airport have developed a long range Capital Improvement Program (CIP) to guide improvements to the airport and its infrastructure.

**Required Qualifications:** A combination of a prime consultant and sub-consultant(s) may submit in response to this request for qualifications. Both the prime consultant and sub-consultant(s) shall be experienced in FAA project administration, regulations, requirements, policies, and procedures. All services to be provided by the consultant shall meet the FAA requirements outlined in FAA Advisory Circular 150/5100-14D.

**Selection Process:** The purpose of this request for qualifications is to identify a list of consultants who can assist the city with future projects on the Grimes Field Capital Improvement Program (CIP). Based on the qualifications received, the city will create and rank a shortlist of the top three firms. For the AIP program years of 2014-2018, the city may request project specific proposals from the three top ranked firms on the shortlist.

**Submission Deadline:** Firms are invited to submit a response to this request for qualifications to the City of Urbana on or before 4:00 p.m. local time, on Monday, July 7, 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, "Grimes Field Airport-RFQ-Engineering Consulting and Grant Administration Services".

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

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

Kerry Brugger  
Director of Administration  
City of Urbana, Ohio

Publish: Wednesday, June 25, 2014

**SECTION I - SUMMARY AND SCHEDULE**  
**REQUEST FOR QUALIFICATIONS**

Grimes Field Airport-RFQ-Engineering Consulting and Grant Administration Services

**Project Title:**

Grimes Field Airport-RFQ-Engineering Consulting and Grant Administration Services

**Issuing Agency:**

City of Urbana, Ohio; owner/operator of Grimes Field Airport (I74)

**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 Tuesday, July 1, 2014. All questions and answers will be posted on the city's website as an addendum by 4:00 p.m. on Wednesday, July 2, 2014 at <http://www.urbanaohio.com/bids/out-for-bid.html>.

**Letters of Interest Due:**

Monday, July 7, 2014  
No later than 4:00 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 the requested qualifications submitted in a sealed, separate envelope with all required forms and labeled: "Grimes Field Airport-RFQ-Engineering Consulting and Grant Administration Services".

**SECTION II - PROJECT DESCRIPTION**

The City of Urbana, Ohio is soliciting a Request for Qualifications from qualified consultants for engineering consulting services and grant administration services for Grimes Field Airport (I74) in Urbana, Ohio. This airport is owned the city, and this airport participates in the Federal Aviation Administration's Airport Improvement Program (AIP). Furthermore, the city and the airport have developed a long range Capital Improvement Program (CIP) to guide improvements to the airport and its infrastructure.

The purpose of this request for qualifications is to identify a list of consultants who can assist the city with future projects on the Grimes Field Capital Improvement Program (CIP). Based on the qualifications received, the city will create and rank a shortlist of the top three firms. For the AIP program years of 2014-2018, the city may request project specific proposals from the three top ranked firms on the shortlist.

For program year 2014, the city may opt to work with its existing consultant, CHA Consulting, Inc. due to the impending grant application deadline. However, the top three year firms who are shortlisted through this qualification request process will be asked to submit project specific proposals for the future program years of 2015, 2016, 2017, and 2018 for projects listed on the Grimes Field Capital Improvement Program (CIP). The scoring process for this request for qualifications is outlined under Section VIII of this document. Additional information about the evaluation of project specific proposals is included under Section IX.

Furthermore, if professional services for a project are estimated to exceed \$100,000.00, the City of Urbana shall reserve the right to complete a separate RFQ/RFP process for that scope of work in accordance with FAA Advisory Circular 150/5100-14D.

### **SECTION III - COORDINATION**

The City of Urbana's Administration Office and the management of Grimes Field will work in conjunction with the selected consultant (s) and any sub-consultant(s) to ensure successful implementation and completion of any scope of work authorized under contract.

### **SECTION IV - SCOPE OF SERVICES**

The scope of services is anticipated to be specific tasks required for the successful implementation of planned projects/tasks within the Grimes Field Capital Improvement Program (CIP) during program years 2014, 2015, 2016, 2017, and 2018. These tasks may include engineering design services, architectural design services, construction administration services, grant preparation, and grant administration.

A copy of the most recent Grimes Field Capital Improvement Program submission (December 2013) to the FAA and ODOT is included within this RFQ. The anticipated project order or any specific project on this CIP is subject to change over time.

**AIRPORT CAPITAL IMPROVEMENT PROGRAM FY 2014 through 2040**

Airport Name: Grimes Field NPI/AS Number: 39-0080 Date Prepared: December 11, 2013  
 Associated City: Urbana, Ohio Site Number: 18603.A Prepared By: CHA  
 Sponsor (Owned): City of Urbana Local Identification: 2014 CIP Telephone No.: (317) 786-0461  
 Airport Three Letter ID: T74 Congressional District: 4th

**CAPITAL IMPROVEMENT ITEMS**

Item Number	Description	Fiscal Year	Total Cost	Entitlement FAA Share	Apportionment FAA Share	Discretionary FAA Share	State Non-FAA	Local	Other	Remarks/Justification
1	Additional painting, joint & crack sealing on Runway	2014	\$40,000	\$36,000				\$4,000		
2	Section 106 for upcoming projects	2014	\$35,000	\$31,500				\$3,500		For Terminal Building, Expansion of Taxiway C, Construction of 10-unit T-Hangar & Taxiways & Rehabilitation of T-Hangar Taxiways
3	Terminal Building Feasibility Study	2014	\$35,000	\$31,500				\$3,500		
4	Design & Construction T-Hangar Taxiways (B, C, D & F) pavement repairs	2014	\$70,300	\$63,270				\$7,030		
5	Terminal Building Renovations/Replacement - Design	2015	\$100,000	\$90,000				\$10,000		
6	Terminal Building Renovations/Replacement - Construction	2017	\$500,000	\$450,000				\$50,000		Will use 3 years of NPE (2015, 2016, 2017 and any recovered funds)
7	Wildlife Assessment 3 day Site Visit	2017	\$12,000	\$10,800				\$1,200		
8	Design - Expand TW C, Rehabilitate/Reconstruct T-Hangar Taxiways (C & F) & new T-Hangar taxiways	2020	\$210,000	\$189,000				\$21,000		
9	Construct - Expand TW C, Rehabilitate/Reconstruct T-Hangar Taxiways (C & F), and new T-Hangar taxiways	2021	\$2,846,600	\$390,000	\$2,171,940			\$284,660		Will use NPE from 2018, 2019, 2020 & 2021
10	Construct 1 T-Hangar (10-unit)	2025	\$600,000	\$540,000				\$60,000		Will use NPE from 2022, 2023, 2024, 2025
11	Land Acquisition	2026	\$100,000	\$90,000				\$10,000		1 parcel - approximately 1.67 acres fee
12	Construct Access Road	2027	\$520,000	\$210,000	\$348,000			\$62,000		Required when purchase 1.67 acre parcel
13	Runway & Parallel TW Extension to 5,100 feet	2028	\$166,667	\$150,000				\$16,667		Design
14	Survey for new approach	2029	\$166,667	\$150,000				\$16,667		Per 150/5300-16, 17, 18
15	Extend RW & Parallel TW to 5,100 feet	2030	\$1,222,500	\$150,000	\$950,250			\$122,250		Construction
16	Design Future Apron	2031	\$70,000	\$63,000				\$7,000		13,200 syd concrete apron, incl prof services
17	Future Apron	2032	\$940,000	\$237,000	\$609,000			\$94,000		13,200 syd concrete apron, incl prof services
18	Construct 1 T-Hangar (10-unit)	2036	\$600,000	\$540,000				\$60,000		Will use NPE from 2033, 2034, 2035 & 2036

**AIRPORT CAPITAL IMPROVEMENT PROGRAM FY 2014 through 2040**

Airport Name:	Grimes Field	NPIAS Number:	39-0080	Date Prepared:	December 11, 2013
Associated City:	Urbana, Ohio	Site Number:	18803.A	Prepared By:	CHA
Sponsor (Owner):	City of Urbana	Local Identification:	2014 CIP	Telephone No.:	(317) 786-0461
Airport Three Letter ID:	I74	Congressional District:	4th		

**CAPITAL IMPROVEMENT ITEMS**

Item Number	Description	Fiscal Year	Total Cost	Entitlement FAA Share	Apportionment FAA Share	Discretionary FAA Share	State Non-FAA	Local	Other	Remarks/Justification
19	Construct 2 T-Hangars (10-unit) & taxiways	2040	\$2,400,000	\$2,160,000				\$240,000		

ODOT/OA Contact: Dave Dennis 614-387-2352  
 FAA Contact: Mary Jagiello 734-229-2956

\* For FAA and ODA use

## SECTION V - CITY'S RESPONSIBILITIES

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

- All maps, drawings, records and other data, including construction plans, that are available in the files of the city and which may be useful in the work authorized under contract.
- Access to public property when required to conduct field investigations/project related work.

## SECTION VI - COMPENSATION

For any consultant(s) awarded a contract through the qualification request process and any subsequent proposal process, the city anticipates paying the contracted consultant(s) as follows:

- **No cost estimate shall be included during the qualification request process or request for proposal process. Cost will be negotiated upon selection of the top scoring consultant for each respective project. 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 – FORMAT FOR RESPONSE TO REQUEST FOR QUALIFICATIONS

General Instructions for the Response to the Request for Qualifications:

The following content shall be included within the Response to the Request for Qualifications:

### A. General Instructions for the Letter of Interest

- One (1) original and two (2) copies of the requested qualifications submitted in a sealed, separate envelope with all required forms and labeled: "Grimes Field Airport-RFQ- Engineering Consulting and Grant Administration Services".
- The response to the request for qualifications 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 response. The completed forms shall not count toward the 10 page limitation. One original, executed copy of each form shall be included with the original response. 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.

B. Letter of Interest Required Content

- 1) List firm's name, primary address, email, telephone, facsimile and federal identification number in a letter signed by an officer of the firm.
- 2) List the firm's professional qualifications, including representative project work performed by the firm within the last ten years. If the firm has specific experience in working with small general aviation airports such as Grimes Field, this experience shall be highlighted.
- 3) List any sub-consultant(s), the role of any 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 any work authorized by contract.
- 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 their qualifications.
- 6) List the firm's experience in providing grant administration services to small cities/general aviation airports such as the City of Urbana and Grimes Field. Outline how the firm will complement the city's limited staffing resources to ensure seamless grant preparation and administration services, including the ability to plan for deadlines and meet deadlines.
- 7) 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. Outline how the firm manages its staffing resources in order to keep up with its current and future workload.
- 8) Provide a list of client references for general aviation airports.

Items 1 thru 8 shall be included within the 10-page body of the response to the request for qualifications. 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 Request for Qualifications. 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:
  
- Background of Firm/Representative Project Work. Maximum Points: **15**
- Overall Strength of Project Manager. Maximum Points: **15**
- Overall Strength of Project Team. Maximum Points: **10**
- Proximity of Firm to Project Site. Maximum Points: **5**
- Firm's Specialization in Grant Preparation/Administration. Maximum Points: **15**
- Capacity to Perform Work. Maximum Points: **10**
- Ability to Meet Deadlines. Maximum Points: **10**
- References. Maximum Points: **20**

## **SECTION IX- EVALUATION AND SELECTION PROCESS**

- The response to the request for qualifications 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).
- From this scoring process, a shortlist of the top three year firms will be developed. Firms on this shortlist may be asked to submit project specific proposals for the future program years of 2014, 2015, 2016, 2017, and 2018 for projects listed on the Grimes Field Capital Improvement Program (CIP).
- During the scoring process of the qualifications received, the reviewers may informally question (interview) the top three firms to assist in the selection process. Any and all costs associated with the informal interview will be solely the responsibility of the proposer.
- When specific proposals are requested and evaluated from the top three firms, they will be evaluated on the content of the proposal in accordance with the scoring criteria outlined for that proposal process. In other words, each proposal request will include its own unique scoring criteria, and the scoring criteria will not include evaluation of cost in the selection method.
- 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 the requested qualifications in a sealed, separate envelope with all required forms and labeled: "Grimes Field Airport-RFQ-Engineering Consulting and Grant Administration Services".
- 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:

Grimes Field Airport-RFQ-Engineering Consulting and Grant Administration Services

Due: Monday, July 7, 2014 by 4:00 PM local time

## **SECTION XI - GENERAL PROVISIONS**

1. PROTECTION OF PERSONS AND PROPERTY – Any consultant under contract with the City of Urbana 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 any awarded 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 any awarded contract.
3. QUALIFICATION SUBMITTAL/PROPOSAL ACCEPTANCE, WITHDRAWAL AND REJECTION - Each response to this request for qualifications and any subsequent proposal request response shall constitute an offer to the city to enter into a contract with the city pursuant to the terms of the request for qualifications and any subsequent proposal request to the extent such terms are not inconsistent with the original request. Said offer shall not be revoked for a period of sixty (60) days from due date of the request. If the withdrawal is made prior to the established deadline, sealed qualification submittals or proposals may be withdrawn by the firm or its authorized representative by signing a receipt for the requested document. Sealed qualification submittals or proposals may be submitted again prior to the established 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 responses to its requests.
4. QUESTIONS AND ADDENDA – Prior to the established submittal deadline, any addenda to this request process 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](mailto: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(s) 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 an awarded contract, the successful proposer(s) 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.
  - 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 - The Proposer agrees to furnish professional liability insurance coverage (errors and omissions) in a minimum amount of \$2,000,000 in coverage.

Certificates of insurance acceptable to the city's Director of Law shall be filed with the city for any awarded contract 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. 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 qualifications or 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 qualifications 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 Grimes Field Airport-RFQ-Engineering Consulting and Grant Administration Services, 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: Grimes Field Airport-RFQ-Engineering Consulting and Grant Administration Services

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.

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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 Grimes Field Airport-RFQ-  
(Name of Entity) Engineering Consulting and Grant  
Administration Services

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