



Scioto River Pedestrian Bridge

Construction Management Services

REQUEST FOR PROPOSAL

February 2, 2017

The City of Dublin (City) hereby requests a Proposal from those entities (Offerors) interested in providing Construction Management services (including Construction Administration, Construction Inspection, and Materials Management) for the Scioto River Pedestrian Bridge Project (Project). This project consists of the construction of a new Pedestrian Bridge over the Scioto River through a Construction Manager / General Contractor (CMGC), also known as CM at Risk, project delivery process.

1. Project Description

Detailed design and environmental permitting of the iconic Scioto River Pedestrian Bridge began in late 2015. The concept consists of an “s” curve, two span, suspension bridge, with a tear drop shaped pylon. The pedestrian bridge will serve as an iconic pedestrian and bicycle crossing that functions both as a critical transportation link and a regional destination, featuring the scenic Scioto River corridor. The project is funded and administered by the City. ODOT’s 2016 Construction & Materials Specifications (C&MS) are the governing construction specifications. The 90% plans and relevant project documents are available for review at <http://dublinohiousa.gov/bids-and-requests-for-Proposals/>

The project is located in Dublin’s Bridge Street District. The Bridge Street District is Dublin’s commitment to the future. Choices in housing, dining, and shopping along with riverfront parks, a new library and gathering spaces are fueling a vibrancy and creating connectivity. The landscape is ripe for redevelopment and new businesses are creating new jobs. For more information visit the website at <http://bridgestreet.dublinohiousa.gov/>

A Construction Manager / General Contractor (CMGC), also known as CM at Risk, delivery method is being used to deliver the design and construction of the Project. This delivery method involves the Contractor in the design and construction phases of the project. In CMGC, the City relies on the Contractor to deliver a quality product for the same or less time and cost than design-bid-build and to provide expertise on constructability, sequencing, means and methods, and materials cost and availability.

CMGC is a contracting method that involves the City executing a professional services contract with a competitively selected construction firm to provide constructability, estimating, and other services during the pre-construction phase of the Project. During this pre-construction phase, the CMGC Contractor performs a Construction Manager role. As the design nears completion, the CMGC Contractor will prepare a construction bid called a Guaranteed Maximum Price (GMP). If the terms of construction, including the cost, can be agreed

upon, the CMGC Contractor, who becomes the General Contractor, will be awarded a contract for construction and will be responsible to complete the construction package. If a GMP is not agreed upon, the City reserves the right to end the CMGC contract and proceed with the Project under a design-bid-build procurement.

2. Project Team

Mandy Bishop with GPD has served as the City’s Bridge Street District Program Manager since 2014. In this role, she has been responsible for managing the public infrastructure projects, including the design phase for this Project. Dan Weis with Hill International has assisted with construction scheduling of public infrastructure projects and private development and constructability. The City will designate a City Engineering Staff Project Manager who will serve as the liaison for the selected Offeror during construction of the Project.

A Design Consultant was retained through a separate professional services procurement process. TY Lin International Group is under contract with the City to perform design services for this project and has developed 90% construction plans and is on schedule to submit final construction documents toward the end of February. TY Lin will provide design support services including review of shop drawings and the Contractor’s design model during construction.

Genesis Structures was retained through a separate professional services procurement process to serve as the City’s Independent Checker during the design phase. Genesis Structures will continue contracting directly with the City during construction to serve as the City’s bridge expert. Tasks included in this role include compliance review of hanger stressing frame, erection manual, falsework submittals, field inspection of main cable and hanger cable installation and stressing, attendance at on-site coordination meetings for key construction stages/planning, and on-call availability for questions from the site.

The City has retained Kokosing Construction Company, Inc. to provide preconstruction services as the CMGC Contractor. Kokosing’s contract is with the City. As part of the CMGC process, Kokosing has been working with the City and TY Lin in collaboration to optimize the design and explore design options suggested by Kokosing.

The City has separately retained an Independent Cost Estimator (ICE) to provide a comparative price estimate. The price bid by the CMGC Contractor will go through a bid opening process where the Engineer’s Estimate and the ICE’s estimate are used to evaluate the proposed price and make an award decision.

3. Estimated Construction Cost and Schedule

The estimated construction cost of the Project is between \$20-\$21 million. Construction is anticipated to start in the spring 2017 (as early as late March) with anticipated substantial completion in the Winter 2018/2019.

The City currently anticipates conducting this procurement in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as it finds necessary, at its sole discretion. Times listed below shall be the prevailing local time for Columbus, Ohio.

Advertise RFP	2/2/2017
Proposal Submission Date and time	2/20/2017 at 5:00 PM
Anticipated Selection Notification	week of 2/20/2017

Contract/Fee Negotiations

week of 2/27/2017

Contract Executed

3/6/2017

4. Scope of Work

Provide complete Construction Administration, Inspection, and Materials Testing services for the Project in accordance with ODOT's 2017 Construction Administration and Inspection Manual of Procedures (CAIMOP). CPM Scheduling services are not part of this scope and will continue to be performed by Hill International.

The performance of engineering and supervisory duties required in the administration of a City of Dublin construction contract, as defined in the Division 100 sections of the CAIMOP, and in accordance with the C&MS, construction contract specific requirements and City policies and procedures.

Section 101 of the Manual of Procedures defines the term Engineer, and Section 105.01 further defines the Authority/Responsibilities of the Engineer. A City employee will act as the Engineer and remain in responsible charge of administration of the construction contract. The consultant employee will serve as Project Engineer, who will provide day-to-day administration of the construction project. The table below delineates the authority of the Consultant Project Engineer and defines the authority and decisions reserved for the City.

Section 105.01 Activity	Responsibility	Notes
<ul style="list-style-type: none">• Assignment of the inspection duties at the project level.	Consultant	
<ul style="list-style-type: none">• Instruction of the inspection force in the requirements of the project and the items being constructed including:<ul style="list-style-type: none">○ Addenda, proposal and supplemental specifications, and equipment (e.g., concrete testing kit).	Consultant	
<ul style="list-style-type: none">• Review of materials to be incorporated in the work. This may involve rejection of materials.	Consultant	Dublin's Engineer must approve all non-spec material incorporated in the project.
<ul style="list-style-type: none">• Timely payment for work performed by performing the following activities:<ul style="list-style-type: none">○ Input daily diaries in E-Builder, review estimates, verify payrolls, and obtain approval of sampled materials.	Consultant/Dublin	Dublin's Engineer must approve all payments to the contractor.

<ul style="list-style-type: none"> Determining the need for change orders within the scope of the contract. 	Consultant/Dublin	Dublin’s Engineer must approve all change orders. Consultant shall advise the Engineer of potential claims and change orders. Dublin’s Engineer will provide direction concerning analysis and development of recommendations.
<ul style="list-style-type: none"> Monitoring the project and discussing progress schedule with Contractor's Superintendent. 	Consultant/Dublin	Dublin’s Engineer/Hill International must approve all changes in the progress schedule impacting critical milestones, completion dates, and critical path on the project.
<ul style="list-style-type: none"> Maintaining project records: <ul style="list-style-type: none"> Construction daily diary, CA-D-3 or 4. Work performed. Contractor's equipment, materials, and significant events of the day. Job correspondence. Letters from contractors, utility companies, and other public agencies, as well as any correspondence from District or internal agencies. Minutes from project progress meetings, including who attended, items discussed, and resolutions to problems. Other pertinent documents. Shop drawings, working drawings, and erection procedures. 	Consultant	
<ul style="list-style-type: none"> Addressing and resolving job site problems in a timely manner. 	Consultant/Dublin	Advise Dublin’s Engineer of significant issues.

<ul style="list-style-type: none"> • Providing the Contractor with specific information regarding the usage of contingency quantities or "as directed" items. 	Consultant/Dublin	Advise Dublin's Engineer of significant issues with existing items of work or new items of work.
<ul style="list-style-type: none"> • Reporting to Dublin's Engineer any major change in conditions, traffic accidents, or status of project. 	Consultant/Dublin	Advise Dublin's Engineer of significant issues concerning major change in conditions, traffic accidents, or status of project.
<ul style="list-style-type: none"> • Determining final quantities, ensuring the Contractor completes the Punch List items, completing project files, and scheduling final inspection. 	Consultant/Dublin	Dublin's Engineer must approve final quantities, punch list completion and attend the final inspection.

The performance of inspection and materials management duties as described in the CAIMOP. The Consultant will perform all off-site material testing.

The Consultant shall furnish the following tools as needed:

1. Nuclear Density Gauge and related tools.
2. Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.
3. Paint Inspection Kit in accordance with CMS 514.05.
4. The type and number of vehicles, either cars or trucks, for use on-site.

The report-in location for Consultant personnel shall be the project field office or a location at the project site designated by the City. No compensation will be provided by the City for commuting to and from the report-in location. Consultants that provide leased or company owned vehicles for use on site shall be compensated on a daily rate basis. If company owned vehicles are provided, the Consultant's indirect cost pool shall be credited for the daily rate reimbursement.

An example of the City's standard professional services contract is attached to the RFQ as Attachment A.

5. Qualifications

The Consultant shall assign only qualified personnel to the project. The Consultant shall remove any employee who, in the determination of the City, does not perform the work in accordance with the CAIMOP, the C&MS, construction contract specific requirements and City policies and procedures.

Offerors are expected to consider the type of complex structure and construction schedule and propose a construction management strategy and plan including types/qualifications (who), numbers (what), and timing/durations (when) of personnel and other resources resources needed to successfully manage the construction of this project in a cost effective manner. Typical desirable qualifications include but are not limited to:

Project Engineer:

- a. ODOT prequalified Construction Engineer
- b. Experience with complex bridge construction
- c. Experience administering projects utilizing ODOT specifications and contract documents
- d. Understanding of the CM/GC project delivery method

Inspector(s):

- a. ODOT prequalified in the appropriate inspection categories
- b. NICET Highway Construction
- c. PTI (Post Tensioning Institute) certification, Level 1
- d. ASBI Grouting Certification
- e. CESSWI or CPESC certification for erosion control inspection

Testing:

- a. AWS Certified Welding Inspector (CWI) qualified under AWS QC1.
- b. CWB Certified Welding Inspector qualified under Canadian Standard Association W178.2.
- c. Concrete Field Testing & Test Specimen Field Fabrication - ACI Field Testing Technician Grade I
- d. Soil & Aggregate Inspection & Compaction Testing - approved per ODOT S1121 for both equipment and personnel
- e. Asphalt Laboratory Testing - ODOT QC Asphalt Technician - Level 2
- f. Field & Fabrication Welding Inspection - AWS CWI Level 1

Test laboratory shall be accredited by AASHTO (or another approved accreditation body) in the following quality management system specifications:

- a. AASHTO R18
- b. ASTM C1077 (Concrete)
- c. ASTM E329 (Concrete)
- d. ASTM E329 (Soil)
- e. ASTM D3740

6. Proposal Format, Content, and Evaluation Criteria

A. Format

To ensure a timely and consistent review, the format of the Proposal must adhere to the following requirements.

The following table lists the maximum number of pages that may be used by the Offeror in the Proposals. Proposal content should be organized by sections corresponding to the Sections as indicated.

PROPOSAL Section	Content	Maximum Pages
A	Cover Letter	1
B	Project Understanding and Approach	7
C	Experience and References	5
D	Key Personnel Resumes	6
E	Addenda	

FEEES	Proposed Fees	X
	Total (Not including Section E or FEE)	19

A page shall be 8 ½" x 11", printed on one side only. Font shall be at least 11 point font. Margins shall be at least 1" all around. Provide page numbering within the required 1" bottom margin in the following format:

Offeror name | Page x of xx

Project number and other project identifiers may be within the header or footer in so far as to not attempt to expound upon the Proposal information.

If dividers are used and contain any information related to the Consultant’s qualifications, they will be counted towards the maximum number of pages otherwise, tabs do not count towards the maximum number of pages. Foldout pages are not allowed. Tabs may be larger than 8 ½" x 11". All PDF pages shall all be 8 ½" x 11", no oversized tab pages permitted in electronic version.

Section headings as well as graphics, tables and figures which include text to describe the graphics, tables, and figures may use a smaller font size and/or different fonts but shall remain legible. The abuse and excessive use of text as graphics to unreasonably expand the content of the Proposal, as determined by the City, may be grounds for rejection of the Proposal or may reduce potential ratings.

B. Content

Proposals shall contain all information as detailed in this Section.

SECTION A – COVER LETTER

The cover letter shall contain the following information:

- A. The Introduction page(s) shall be on the Offeror's letterhead and identify the Offeror’s full legal name and address.
- B. Identify the name, title, address, phone numbers, and e-mail address of the individual who will serve as the Point Of Contact for the Offeror.
- C. A statement confirming the commitment of the Key Personnel identified in the submittal to the extent necessary to meet the City’s quality and project duration expectations.

SECTION B – PROJECT UNDERSTANDING AND APPROACH

Describe the Offeror’s understanding and anticipated approach to successfully managing the construction of the Project. Address how you would approach the various roles. Specifically address your approach to appropriate staffing levels and timing. Address how your particular geographic familiarity, experience, and capabilities of your firms (Offeror and Proposed Subcontractors) and Project Staff might specifically contribute to the proposed approach. Identify the amount and type of work to be performed by any Subcontractors. Describe the proposed approach, methods, and tools for maintaining cost controls with the City.

SECTION C – FIRM AND INDIVIDUAL EXPERIENCE AND REFERENCES

Demonstrate recent (last 10 years) relevant successful specific experience of the Offeror through Past Project Summaries by providing narrative descriptions of five (5) relevant projects. List three client references for similar services you have completed. Include reference name, organization, e-mail, and

phone number. Provide specific information related to past project experience. References are to demonstrate the following:

- a. Quality, responsiveness, timeliness and cost of work previously performed for other public entities.
- b. Completeness and thoroughness of past work performed.
- c. Capabilities of key technical personnel who were assigned to perform and complete the work.
- d. Capabilities of key technical personnel from any sub-consultants who will be assigned to perform any work on this project.
- e. Ability of the Offeror to meet schedules and deadlines.
- f. Ability of the Offeror to control costs and meet budgets.
- g. Ability of the Offeror, its principals and key technical personnel to communicate and cooperate with clients.

SECTION D – KEY PERSONNEL RESUMES

Provide resumes of key staff proposed. Offeror shall identify roles and availability on each resume.

SECTION E – ADDENDA (Section E will not count toward the maximum page count)

Receipt of Addenda issued prior to submission of the Proposal shall be acknowledged by inserting a copy of the signed cover sheet of the Addenda in the Proposal.

SECTION FEES – FEE SCHEDULE AND ESTIMATE OF HOURS (Section Fees will not count toward the maximum page count)

All professional services will be provided on a time and material basis. In order to facilitate and expedite the procurement process, consultant shall submit a detailed Fee Schedule to be used for this Project. The fee schedule shall include the labor classification, hourly rates, total labor costs, and any equipment costs.

Please submit fees in tabular format showing a man hour estimate with associated rates for the listed personnel.

Failure to meet all Proposal requirements may render a Proposal non-responsive. However, the City reserves the right to waive minor deviations in the format.

C. Evaluation Criteria

Evaluation of the Proposals, and selection of the firm to provide these professional consulting services, will be based on the following criteria:

Criteria	Maximum Points
Project Understanding And Approach	35
Key Personnel	35
Past Performance	30
Total	100

7. Evaluation Process

The purpose of this RFP is to solicit information enabling the City to determine which Offeror is best qualified to provide the Construction Management services for the Project.

The City of Dublin will use a Selection Committee to review and evaluate the Proposals. From this process, the City may select the winning Proposal. If a clear decision cannot be made, or if the Selection Committee needs further clarification, the City reserves the right to shortlist the Proposals. The shortlisted firms will be contacted to provide additional information to participate in a meeting or interview.

The Selection Committee plans to make the final selection the week of **February 20, 2017**.

8. Submission Requirements

Offers shall submit Proposals via email Megan O'Callaghan, Public Works Director mocallaghan@dublin.oh.us:

- One electronic searchable single file PDF format which does not restrict printing or copying text, images and other content
- One electronic password protected single file PDF format which restricts copying of text, images and other content

The subject line of the email shall clearly indicate the following information:

Scioto River Pedestrian Bridge Construction Management Services Proposal – Offeror Name

Submissions are due by 5:00 PM on February 20, 2017 to the above listed email address. Submissions will NOT be accepted after the time specified.

8. Legal Considerations

Acceptance or Rejection of RFP - The City reserves the right to accept or reject any or all RFPs received as a result of this request. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any RFP. Additionally, the City may, for any reason, decide not to award an agreement as a result of this RFP. The City reserves the right to cancel this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the RFP.

Addenda and Interpretation – No Consultant will be allowed to modify the content of the Proposal at any time after the submission deadline, except in direct response to a request from the City for clarification or for an oral interview, provided that the modification will not result in a substantive amendment to the Proposal.

The City shall not be responsible for nor be bound by any oral instructions or interpretations or explanations issued by the City or its representatives. Should discrepancies or omissions be found in this RFP or should there be a need to clarify the RFP, you may request clarification via email to:

Megan O'Callaghan, PE, Director of Public Works
Email: mocallaghan@dublin.oh.us

Requests for clarification shall be received by the City at least *two business days* prior to the due date for responses. Any response by the City of Dublin to a request for clarification will be made in the form of an

addendum to this RFP and will be publicized on the City of Dublin website at www.dublin.oh.us/business/bids. All addenda shall become part of this RFP and shall be attached as an exhibit to your Proposal. This additional information will not count in the sheet total allowed.

Any contact with other City personnel related to this RFP, prior to the formal selection of the Consultant, is expressly prohibited without the consent of the City's Project Manager.

Non-Responsive RFP - The RFP shall be prepared and submitted in accordance these instructions. Any omission or limitation to the RFP may be sufficient grounds for non-acceptance of the response, at the sole discretion of City.

The submission of a response to this RFP shall be deemed a representation and certification by the Consultant that the Consultant has investigated all aspects of the RFP, is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and has read and understood the RFP. No request for modification of a RFP shall be considered after its submission on grounds that the Consultant was not fully informed as to any facts or condition.

Public Nature of Proposal Material - Responses to this RFP become the exclusive property of the City. All responses to the RFP when received become a matter of public record and shall be regarded as public records. Any Proposal which contains language purporting to render all or significant portions of the Proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Disqualification - Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:

- Evidence of collusion, directly or indirectly, among Consultants in regard to the amount, terms, or conditions of this Proposal;
- Any attempt to improperly influence any member of the selection staff;
- Existence of any lawsuit, unresolved contractual claim or dispute between Consultant and the City;
- Evidence of incorrect information deliberately submitted as part of the RFP;
- Evidence of Consultant's inability to successfully complete the responsibilities and obligations of the proposed scope of work; and
- Consultant's default under any agreement, which resulted in termination of the Agreement.

Non-Discrimination/Non-Preferential Treatment - The successful Consultant shall not discriminate, in any way, against any person on the basis of race sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of City of Dublin contracts.



Attachment A

PSA # _____

SERVICES AGREEMENT
*****Project Title*****

This Services Agreement ("Agreement") is made and entered into and effective on this **date** day of **month**, 2016 ("Effective Date") by and between the Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at located at 5200 Emerald Parkway, Dublin, Ohio 43017 and **name here** ("Service Provider"), with an office and principal place of business located at **address here**

Recitals

WHEREAS, Dublin desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Services Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. Complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement form.
- C. Give prompt notice to Dublin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to Dublin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Provider shall be entitled to retain copies for Provider's files.

II. Obligations of Dublin. Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.

Public Works
6555 Shier Rings Road
Dublin, Ohio 43016

phone 614.410.4600
fax 614.410.4699

www.dublinohiousa.gov

- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on **date** of **month** 2016 and shall terminate on the **date** day of **month**, 2016. Dublin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

- A. Service Provider shall be compensated in an amount not to exceed *****Dollar amount spelled out****** dollars (\$xx,xxx.xx)
- B. The Service Provider shall invoice Dublin monthly for services rendered through the previous month and Dublin agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of hours worked by each individual working on the project with a description of work performed, as well as an itemization of all reimbursable expenses which must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this contract which is located in the upper right-hand corner of the first page of this document. Invoices must also include information describing the percentage of each phase of the work which has been completed, and a summary of billings and payments made to date.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Dublin's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Dublin personnel as to the manner of work.

VI. Indemnification.

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions or

claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- B. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- C. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- D. Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- E. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Dublin is an "Additional Insured".

VIII. Employee Documentation

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Dublin with appropriate documentation (Form I-9) for any Service Provider employee performing services for Dublin.
- B. The Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes:
_____.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Dublin for income tax reporting purposes.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

XII. Discrimination.

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.

- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

XIV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF DUBLIN, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DUBLIN, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2016.

CITY OF DUBLIN, OHIO

BY: _____ Date _____
Paul A. Hammersmith
Director of Engineering / City Engineer

BY: _____ Date _____
Megan D. O'Callaghan P.E.
Director of Public Works

BY: _____ Date _____
Dana McDaniel, City Manager

*****CONSULTANT/CONTRACTOR NAME*****

BY: _____ Date _____

ITS: _____

Approved as to Form:

City Attorney

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Angel L. Mumma / Director of Finance

Date

EXHIBIT A

Scope of Services

(PURSUANT TO SECTION 4 of RFP)