



REQUEST FOR PROPOSAL

Construction Management Services

City of Dublin, Ohio - Division of Engineering

23-023-CIP
Eiterman Road Relocation CA/CI RFP
November 25, 2024

EXECUTIVE SUMMARY

The City of Dublin (City) is making this Request for Proposal (RFP) from qualified consultants to provide Construction Management (CM) Services (including Construction Administration, Construction Inspection & Materials Testing) for the Eiterman Road Relocation Project.

1) Project Description

Eiterman Road Relocation – This Realignment of Eiterman Road includes asphalt paving, brick pavers, concrete curbs, storm sewer, sanitary sewer, water main, street lighting, electrical duct bank, landscaping, and a storm water management basin.

2) Estimated Construction Cost and Schedule

The apparent low bidder of the Project is George J. Igel & Co., Inc. with a bid of \$6,299,073.22. Construction is anticipated to begin in January 2025 with a substantial completion date of August 1, 2025, and a final completion date of September 26, 2025.

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	11/26/2024
Proposal Submission Date and time	12/10/2024 at 2:30pm
Anticipated Selection Notification	12/20/2024
Contract Executed	1/15/2024





3) 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) and project specifications.

Staffing- The City assumes the project will require a (1) part-time Project Engineer and 1-2 daily inspectors depending on the season. Hours and need of the Project Engineer will vary. One full-time inspector is anticipated and potentially one additional inspector during peak season/night work. The full time inspector is expected to work independently, manage the project in the field, have plenty of roadway construction experience, and must have 7 or more years of inspection experience.

In addition to Dublin, coordination will be required with Ohio University Dublin, Dublin City Schools, Emergency Agencies, Utilities (AEP, Crown Castle, Charter/Spectrum, AT&T, Dublink, Dublin, and Etc.), adjacent properties, adjacent construction projects (ODOT & FCEO) and Etc.

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 2018 City of Columbus Construction and Material Specifications (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
The person designated as the Project Engineer (PE) shall serve as the initial point-of-contact for all contractual issues and construction issues to the Contractor. The PE shall recommend the resolution of contractual issues to Dublin staff. The PE shall coordinate the resolution of construction issues with Dublin staff.	Consultant	
Conduct regular progress meetings (one monthly) with stakeholders.	Consultant	Take meeting minutes and distribute to the group.
Conduct regular utility coordination meetings (twice a month/as needed) with appropriate utility companies and City staff	Consultant	Take meeting minutes and distribute to the group.



Provide EEO/Prevailing Wage contract compliance assistance in accordance with Section 107 of the CAIMOP.	Consultant	
Record/review all pertinent information to force account and change orders.	Consultant	
Assignment of the inspection duties at the project level.	Consultant	
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	
Review/respond to Requests for Information (RFIs).	Consultant	Input to be sought from Dublin's Engineer and/or the Design Consultant as needed.
Review/approval 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.
Review/approval of shop drawings of materials to be incorporated in the work. This may involve rejection of drawings.	Consultant	The CM shall track the review process and "turn around" time of the submittals and coordinate the reviews with the Contractors. The CM shall provide a Disposition of Comments to the Contractors. The CM shall ensure review comments are all adequately addressed and implemented, as needed.
Timely payment for work performed by performing the following activities: <ul style="list-style-type: none"> Input daily diaries in Appia, review estimates, verify payrolls, and obtain approval of sampled materials. 	Consultant/Dublin	Dublin's Engineer must approve all payments to the contractor.

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.
Monitoring of the project and discussing progress schedule with Contractor's Superintendent.	Consultant/Dublin	Dublin's Engineer must approve all changes in the progress schedule affecting critical milestones, completion dates, and critical path on the project.
Maintaining project records: <ul style="list-style-type: none"> • Construction daily diary. • Work performed. • Daily inspection and noted corrections of MOT deficiencies. • City SWPPP inspections and documentation compliance. • 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 the City or other public agencies. • Minutes from project progress meetings, including who attended, items discussed, resolutions to problems and action items. • Other pertinent documents. • Shop drawings/working drawings. • As-built drawings. 	Consultant	
Addressing and resolving job site problems in a timely manner.	Consultant/Dublin	Advise Dublin's Engineer of significant issues.
Providing the Contractor with specific information regarding the usage of contingency quantities or "as directed" items.	Consultant	Advise Dublin's Engineer of significant issues with existing items of work or new items of work.



Reporting to Dublin's Engineer any major change in conditions, traffic accidents, or status of project.	Consultant	Advise Dublin's Engineer of significant issues concerning major change in conditions, traffic accidents, or status of project.
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:

- a) Nuclear Density Gauge and related tools.
- b) Concrete Control Kit to perform tests ASTM C-231, ASTM C-173, ASTM C-138 and ASTM C-143.
- c) 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.** Consultant vehicle costs shall not be itemized separately or directly billed.

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

The current plans for the project are available on the City's **Bid Express** site for download. The city will utilize a construction project webpage within the city's website for project status updates, drone imagery is not to be compensable on this contract.

4) Qualifications

The Consultant shall assign only experienced 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.

Consultants are expected to consider the type of work 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 needed to successfully manage the construction of this project in a cost-effective manner. Typical desirable qualifications include but are not limited to:

- a) Project Engineer:
 - a. ODOT prequalified Construction Engineer
 - b. Experience with roadway and utility construction
 - c. Experience administering projects utilizing Columbus & ODOT specifications and



contract documents.

- b) Inspector(s):
 - a. ODOT prequalified in the appropriate inspection categories
 - b. NICET Highway Construction
 - c. CESSWI or CPESC certification for erosion control inspection
 - d. ISA Certified Arborist for landscape inspection
- c) Testing:
 - a. Concrete Field Testing & Test Specimen Field Fabrication - ACI Field Testing Technician Grade I
 - b. Soil & Aggregate Inspection & Compaction Testing - approved per ODOT S1121 for both equipment and personnel
 - c. Asphalt Laboratory Testing - ODOT QC Asphalt Technician - Level 2

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 E-329 (Concrete)
- d) ASTM E-329 (Soil)
- e) ASTM D3740

5) Proposal Format, Content, and Evaluation Criteria

a) Format

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

The following table lists the maximum number of pages that shall be used by the Consultant in their Proposal.

Proposal content should be organized by sections corresponding to the Sections as indicated as follows:

Proposal Section	Content	Maximum No. of Pages
A	Cover Letter	1
B	Project Understanding and Approach	2
C	Experience and References	3
D	Key Personnel Resumes	4
E	Proposed Fees	
	Total (Not including fee)	10

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:



Consultant 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:

- i) The Introduction page(s) shall be on the Consultant's letterhead and identify the Consultant's full legal name and address.
- ii) Identify the name, title, address, phone numbers, and e-mail address of the individual who will serve as the primary Point Of Contact for the Consultant.
- iii) 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 Consultant'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 (Consultant 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 Consultant 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 are 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 Consultant to meet schedules and deadlines.
- f. Ability of the Consultant to control costs and meet budgets.
- g. Ability of the Consultant, its principals and key technical personnel to communicate and cooperate with clients.

SECTION D - KEY PERSONNEL RESUMES

Provide resumes of key staff proposed. Consultant shall identify roles and availability for each proposed staff member.

SECTION E - FEE SCHEDULE AND ESTIMATE OF HOURS (Section E will not count toward the maximum page count)

All professional services will be provided on a cost plus fixed fee 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. Fees for additional items, as requested and authorized, will be established separately.

Please submit fees in tabular format showing a man-hour estimate per month 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 requested professional consulting services, will be based on the following criteria:

Criteria	Maximum Points
Project Understanding And Approach	30
Key Personnel	30
Past Performance	30
Proposed Fee	10
<i>Total</i>	<i>100</i>



6) Evaluation Process

The purpose of this RFP is to solicit information enabling the City to determine which Consultant Proposal 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 successful 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 December 30, 2024.

7) Submission Requirements

Consultants shall submit Proposals via email to Jason Webster, Construction Manager at jwebster@dublin.oh.us:

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

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

23-023-CIP Construction Management Services Proposal — [Consultant's Name]

Submissions are due by 2:30 PM on December 10, 2024 to the above listed email address. The City will NOT accept submissions after the submission deadline.

8) Legal Considerations

Acceptance or Rejection of RFP - The City reserves the right to accept or reject any or all Proposals 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 Proposal. 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 Proposal.

Addenda and Interpretation — No Consultant will be allowed to modify the content of their 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:

Jason Webster
Construction Manager
Email: jwebster@dublin.oh.us

Requests for clarification shall be received by the City at least two (2) 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 sent to all consultants. 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 Proposal shall be prepared and submitted in accordance these instructions. Any omission or limitation to the Proposal may be sufficient grounds for non-acceptance of the response, at the sole discretion of the 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 Proposal 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 the submitted Proposal;
- Any attempt to improperly influence any member of the selection staff;
- Existence of any lawsuit, unresolved contractual claim or dispute between the Consultant and the City;
- Evidence of incorrect information deliberately submitted as part of the a Proposal;
- 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.



PSA _____

PROFESSIONAL SERVICES AGREEMENT

Project Title**

This Services Agreement ("Agreement") is made and entered into and effective on this ****date**** day of ****month****, ****year**** ("Effective Date") by and between the City of Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at located **Your Address** and ****Consultant name here **** ("Service Provider"), with an office and principal place of business located at ****consultants 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, Service 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. If the Service Provider is an individual, 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,

Engineering



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Rd.
Dublin, OH 43016



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Dublinohiousa.gov

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photographs and similar materials. Service Provider shall be entitled to retain copies for the Service 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.
- 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** **year**** and shall terminate on the ****date** day of **month**, **year**. 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.

Service Provider shall be compensated in a lump sum in an amount not to exceed *****Dollars amount written out **** ***(\$dollar amount in numbers)******.

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 secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, 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.
- C. 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.
- D. 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).

- E. 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.
- F. 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: [REDACTED].
- 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 the 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 _____, XXXX(Year).

CITY OF DUBLIN, OHIO

BY: _____ Date _____
(Department Head)
(Title)

BY: _____ Date _____
(Division Head)
(Title)

BY: _____ Date _____
(Name), City Manager

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

BY: _____ Date _____

ITS: _____

Approved as to Form:

(NAME), City of Dublin Law Director

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

(NAME), Director of Finance

Date

EXHIBIT A

Scope of Services