



REQUEST FOR PROPOSALS FOR:

**PROFESSIONAL MAINTENANCE
AND ASSET MANAGEMENT FOR
WATER TOWERS (RE-RELEASE)**

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

PUBLIC NOTICE OF REQUEST FOR PROPOSALS

The City of Urbana, Ohio is soliciting a Request for Proposals from qualified firms for a long-term contract to provide professional maintenance and asset management of city-owned water towers (vessels). This RFP is being re-released.

The services to be provided under this contract include, but are not limited to the following services: engineering, inspection, rehabilitation, repair, perpetual maintenance, repainting, washout, preventive maintenance, proactive asset management, and security.

Firms are invited to submit a response to this RFP to the City of Urbana on or before 1:00 p.m. local time, on Wednesday, February 12, 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, "Professional Maintenance and Asset Management for Water Towers-Re-Release."

The contractor and all subcontractors shall pay employees on the project the prevailing wages established by the Ohio Department of Commerce, Bureau of Labor and Worker Safety, including all updates, and shall comply with the provisions of Chapter 4115 of the Ohio Revised Code.

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

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

Kerry Brugger
Director of Administration
City of Urbana, Ohio

Publish: January 14, 2014 and January 21, 2014

SECTION I - SUMMARY AND SCHEDULE
REQUEST FOR PROPOSAL (RFP)
PROFESSIONAL MAINTENANCE AND ASSET MANAGEMENT
FOR WATER TOWERS-RE-RELEASE

Project Title:

Professional Maintenance and Asset Management for Water Towers (Re-Release)

Issuing Agency:

City of Urbana, Ohio

Contact Person:

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

Questions:

All questions should be directed to Doug Crabill via postal mail or email no later than 1:00 p.m. local time on Monday, February 3, 2014. Responses will be posted to the city's bid page on the city website.

Proposal Due:

Wednesday, February 12, 2014
No later than 1:00 p.m local time.

Submit Proposal to:

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

Required Submittal: Cover Letter and one (1) original and two (2) copies of proposal submitted in a sealed, separate envelope labeled: "Professional Maintenance and Asset Management for Water Towers-Re-Release".

SECTION II - PROJECT DESCRIPTION

The City of Urbana, Ohio is re-soliciting a Request for Proposals from qualified firms for a long-term contract to provide professional maintenance and asset management of city-owned water towers (vessels), including, but not limited to the following services: engineering, inspection, rehabilitation, repair, perpetual maintenance, repainting, washout, preventive maintenance, and proactive asset management and security. The City of Urbana currently owns four water towers (vessels) that are located throughout the city, and the City of Urbana currently owns one (1) pre-stressed concrete tank at one of the city's water plants. The selected firm shall assume full responsibility and accountability for maintenance issues relating to all four (4) towers (vessels) and the single (1) pre-stressed concrete tank.

The following city-owned water storage vessels shall be covered under the long-term program/contract for professional maintenance and asset management:

East Tower

1350 Scioto Street
Urbana, Ohio 43078
500,000 gallon capacity
Hydropiller
128 feet tall x 40 feet deep

West Tower

726 S. Edgewood Avenue
Urbana, Ohio 43078
500,000 gallon capacity
Hydropiller
136 feet tall x 40 feet deep

East Lawn Avenue Tower

601 East Lawn Avenue
Urbana, Ohio 43078
500,000 gallon capacity
Spheroidal
80 feet tall x 36 feet deep

Gwynne Street Tower

85 Union Alley
Urbana, Ohio 43078
750,000 gallon capacity
Fluted Column Tank
153 feet tall x 40 feet deep

SR 29 West Water Plant Clearwell

2047 SR 29 West
Urbana, Ohio 43078
Prestressed Concrete Tank
200,000 gallon capacity

Furthermore, the City of Urbana intends to enter into a long-term contract for professional maintenance and asset management with the selected firm.

SECTION III - COORDINATION

The City of Urbana's Water Division and Engineering Divisions as well as the city's Administration Office will work in conjunction with the selected firm to ensure successful implementation and accountability of the maintenance and asset management program.

SECTION IV - SCOPE OF SERVICES

The services to be provided by the selected firm shall include, but not be limited to, the following:

- 1) Inspect each vessel at least once within any twelve-month period to ensure that the structure is in a sound watertight condition and provide the City with a comprehensive report of inspection and proposed corrective actions (if any) within thirty (30) days from date of inspection. Complete corrective action shall be performed by the firm within a designated period of time dependent upon the action and weather conditions.
- 2) Completely pressure wash, utilizing a minimum pressure of 3,000 psi, the interior of the water storage area of the vessel (washout) at least one time within any three-year period and remove all mud, silt, and other accumulations that might be harmful to the vessels or their contents. After washout is completed, thoroughly inspect and disinfect the vessels in accordance with AWWA standards utilizing disinfection spray method #2 and return the vessel to service.
- 3) Furnish any and all services, including inspection, engineering, and construction services, needed to ensure the vessels are in sound, watertight condition, and in working order according to design specifications and in compliance with all State of Ohio requirements, including, but not limited to the following: steel replacement, steel parts, foundation repair, expansion joints, water level indicators, tank overflows, manhole covers, valves, gaskets, and other components of the vessel or vessel tower.
- 4) Clean and paint the interior and/or exterior of the vessels at such times cleaning and/or painting is needed. The need for interior painting shall be determined by the thickness of the existing liner and its protective condition. The need for exterior painting shall be determined by the appearance and protective condition of the existing paint. The need for exterior cleaning (pressure washing) shall be determined by appearance and protective condition of the existing paint. The need for exterior cleaning (pressure washing) shall be determined by appearance (e.g., dirt or grime build-up, fungus growth, etc.).
- 5) Install locks on the roof hatches and anti-climb devices to prevent unauthorized persons from entering the vessel.
- 6) Furnish pressure relief valves, if needed, to be installed in the city's water system so the city can pump direct and maintain water pressure while the vessel is being serviced.

- 7) Provide the city with a minimum advance notice of thirty (30) working days in advance of performing any services that will result in removing a vessel from service.
- 8) Provide short-term and long-term project management services to maintain the water storage asset. A perpetual warranty for all services shall be included.
- 9) All work to be performed under this program shall be done in accordance with current AWWA and NSF standards.

SECTION V - CITY'S RESPONSIBILITIES

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

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

SECTION VI - COMPENSATION

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

- An annual fee (paid in quarterly installments) to cover each water storage vessel that is part of the program/contract. The maximum allowable inflation per year under the contract terms shall 5% per year.

SECTION VII - SELECTION CRITERIA

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

- Experience in performing the requested engineering services for similar projects. Information and materials submitted for unrelated types of projects shall not be considered by the evaluation committee. Maximum Points: 10
- In-house capabilities of the project office to provide services requested, including engineering services with State of Ohio P.E. certification; extent of project participation by remote locations or subcontractors. Maximum Points: 15
- Project methodology. Maximum Points: 25
- Expertise of personnel assigned to the projects. Maximum Points: 10
- In-place quality assurance procedures. Maximum Points: 10
- References from past and present clients to include the following:
 - a) Ability to meet deadlines;

- b) Turnover rate of staff assigned to projects;
- c) Typical response time for starting work; and
- d) Overall quality of work.

Maximum Points: 30

SECTION VIII - PROPOSAL FORMAT

The following proposal format shall be used. It is preferred that the sections be separated by tabbed dividers. Additionally, each prospective firm shall be permitted to submit any further information as it deems appropriate for the proper evaluation of the proposal:

A. Cover Letter

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

- Assurance of compliance with liability insurance requirements contained in the GENERAL PROVISIONS of this request for proposal; and
- Firm name, primary address, email, telephone, facsimile and federal identification number.

B. Background of Firm/Background of Personnel

The proposal shall include an informative narrative that successfully introduces the firm's background. This narrative about the firm's background shall include the following items: number of years in business, size of the firm—annual sales, total number of employees—direct and indirect, percentage of work to be subcontracted, reference from a financial institution that is accompanied by a current and complete financial statement.

Additionally, a statement of qualifications and resume detailing the experience of all individuals responsible for providing service under this contract shall be submitted. Principals involved shall be listed along with the names and addresses of the individuals placed in charge of the administration of the terms and conditions of the contract. The resumes of all full time employees dedicated to technical services (engineers and employees certified by the National Association of Corrosion Engineers) shall be submitted. Brief resumes of all full time employees assigned to maintenance responsibility of the water storage tanks (vessels) shall be submitted.

C. Capacity to Perform Work

The proposal shall include the details of general work and renovation capabilities of the firm. These details shall include, but not be limited, to the following: available equipment and historical project experience. Any lead abatement experience shall be highlighted.

D. Proximity of Firm to Project Site

The proposal shall include the locations of all operational centers of the firm, including the location that will predominantly serve this contract. Multiple operational centers with a national presence shall be given consideration.

E. References

The proposal shall highlight the firm's previous work on projects similar in scope and character. References and a current client list for similar maintenance and asset management contracts shall be included. The listing of current clients shall including the following information: Name of the System, Contact Person, Telephone Number, Number of Tanks (Vessels) Under Contract, and Initial Date of Original Contract.

F. Proposed Program Details

The proposal shall describe the details of all items covered by the proposed maintenance and asset management program. These items shall include, but not be limited, to the following items: all structural and miscellaneous repairs/maintenance necessary for the tanks (vessels). At a minimum, the following items shall be covered under the program: steel replacement, steel parts, foundation repair, expansion joints, water level indicators, sway rods (if applicable), manhole covers, valves, gaskets, and any other component of the vessels. All coating systems shall be included as well, and these coating systems shall comply with current AWWA standards. The firm shall warranty all work throughout the duration of the program. Strict adherence to all rules and regulations of the State of Ohio shall be mandatory. All permits, approvals, etc. that are required by the State of Ohio, Champaign County, and the City of Urbana shall be the responsibility of the successful firm.

G. Frequency and Degree of Inspection and Cleanout Services/Future Repainting Schedule

The proposal shall specify the frequency and degree of inspection and cleanout services to be performed under the terms of the maintenance and asset management contract. A minimum of three (3) washout inspections with a detailed engineering report shall be conducted in any ten (10) year period.

Additionally, each prospective firm's proposal shall address the requirements to assume responsibility for all corrections and repairs to the tank necessitated by acts of vandalism and through normal deterioration.

Furthermore, a method for determining the future repainting schedule shall be addressed as part of the proposal.

H. Proposed Management Plan

The successful firm shall demonstrate the capability to fully manage and maintain the professional services outlined in the proposal. A detailed outline of the annual process of managing the vessels shall be outlined in the proposal. In addition, the successful firm shall demonstrate in the proposal that the firm has the capability to manage the information flow during the course of maintaining the city's towers (vessels). The successful firm shall have the appropriate computer systems readily available to track and record the activities of the maintenance plan. Furthermore, the successful firm shall have the ability to provide the city with information access via a secure internet portal or other viable web-based alternative.

I. Sample Contract

The proposal shall include a detailed sample contract document for the tanks (vessels) included in this RFP. The specific timeframe for the contract document shall be a ten (10) year contract with the option of an additional ten (10) year contract extension. The sample contract document shall include a specific cancellation clause that outlines the procedures that the city shall be able to exercise in order to cancel the contract. Annual fees paid by the city shall accrue for all future major tank maintenance under the terms of the contract, and such annual accruals shall be held in restricted insured escrow for this work only, or by some other means acceptable to the city.

J. Proposed Cost Structure

The proposal shall include an annual cost spreadsheet with the annual fee and the actions that are expected to be completed each year. The spreadsheet shall show the costs due each year as well as a present net value of the costs, assuming a maximum allowable inflation of 5% per annum, or less if guaranteed by the firm.

K. Proposed Safety Program

The proposal shall include the submittal of a formal safety program that complies with all OSHA regulations. This program shall include, but not be limited, to the following items: worker protection, confined space procedures, fall protection, containment procedures, and general safety procedures.

L. Other Capabilities of Firm

The proposal shall include additional information about the firm's ability/capability to respond to other issues that may be arise in addition to the scope outlined in this RFP. These issues include, but are not limited, to the following items: water storage vessel design, fabrication, erection, major modification to existing vessels, structural engineering and design, and installation of commercial communication equipment.

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

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

SECTION IX - PROPOSAL SUBMISSION

- Submit cover letter and one (1) original and two (2) copies of your request for proposals (including forms) by 1:00 p.m., local time Wednesday, February 12, 2014. Submit proposals to:

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

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

Professional Maintenance and Asset Management for Water Towers-Re-Release

Due: Wednesday, February 12, 2014 by 1:00 p.m. local time

SECTION X- EVALUATION AND SELECTION PROCESS

A. *Evaluation Method*

The City of Urbana, Ohio intends to select one firm to perform professional services on behalf of the city for the maintenance and asset management of its selected water storage vessels. City representatives shall rank each prospective firm in order of preference based on the items addressed in each submitted proposal. The city, through its representatives, shall negotiate with the highest ranked firm. If the city is unable to reach an agreement with the highest ranked firm, then the city shall reserve the right to negotiate with the next highest ranked firm(s) until a selection has been made. The retained firm shall serve at the discretion, direction, and pleasure of the City of Urbana, Ohio. The city shall reserve the right to reject any or all proposals. Furthermore, the city shall reserve the right to issue separate contracts for each water tower (vessel) or combine them as the city deems in its best interest.

SECTION XI - GENERAL PROVISIONS

1. **SUBCONTRACTORS** - It is recognized that subcontractors may be utilized to do parts of the project. However, it is intended that the majority of the work be accomplished by the selected firm. If subcontractors are planned to be used, the firm submitting the proposal shall, as part of the proposal, submit all subcontractors proposed to complete the work and the extent of their involvement and expertise. All such subcontractors shall be subject to the approval of the City.
2. **PROTECTION OF PERSONS AND PROPERTY** - The firm shall take all reasonable precaution for the safety and protection to prevent damage, injury, or loss to all of its employees and the public.
3. **TERMINATION OF CONTRACT** - The City of Urbana reserves the right to terminate the contract for cause or convenience. Settlement payment will be based on successful delivery prior to termination. The city will pay the aggregate price of delivered service computed in accordance with the prices specified in the contract. Failure to meet deadlines will result in liquidated damages, which will be negotiated in the contract.

4. PROPOSAL ACCEPTANCE, WITHDRAWAL AND REJECTION - Each proposal shall constitute an offer to the city to enter into a contract with the city pursuant to the terms of the proposal to the extent such terms are not inconsistent with the request for proposals. Said offer shall not be revoked for a period of sixty (60) days from the proposal due date. If the withdrawal is made prior to the proposal deadline, sealed proposals may be withdrawn by proposer or his authorized representative by signing a receipt for the proposal. Proposals may be submitted again prior to the proposal deadline. The City of Urbana reserves the right to contract for all or part of the scope of services described herein and to reject any and all proposals.
5. QUESTIONS AND ADDENDA – Prior to proposal opening, any addenda to this proposal shall be made available to all known proposers by being posted to the city’s bid page on the city website. The city shall not be responsible for oral instructions. All questions shall be directed to Doug Crabill, Assistant to the Director of Administration, at (937) 652-4305 or doug.crabill@ci.urbana.oh.us during normal business hours, 8:00 AM to 5:00 PM weekdays. All questions shall be submitted prior to the deadline for questions being answered.
6. USE OF TERM - The personal pronoun "he" shall be understood to include persons of both sexes and other legal entities.
7. LAWS AND REGULATIONS - The proposer shall keep fully informed and comply with all federal and state laws, city ordinances, codes, rules and regulations which affect these services.
8. CITY INCOME TAX - The successful proposer shall be responsible for complying with all laws, ordinances, regulations and policies relative to the city's income tax. For specific questions regarding the city income tax, contact Melissa Bair, (937) 652-4314.
9. LIABILITY INSURANCE

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the firm (the “firm”) retained under the terms of the contract. The firm shall procure and maintain at its expense any additional kinds and amounts that, in its own judgment, may be necessary for its proper protection in the prosecution of the work. The firm shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the city.

If any part of this contract is sublet, the firm shall require and verify that each subcontractor carries insurance of the same kinds and in like amounts as carried by the prime firm.

Certificates of insurance shall state that thirty (30) days written notice shall be given to the city before the policy is canceled or non-renewed. No firm or subcontractor shall be allowed to start any work on this contract until certificates of all insurance required herein are filed with and approved by the city. The certificates shall show the type, amount, class of operations covered, effective dates, and the dates of expiration of policies. In addition, the certificates shall name the City of Urbana as an additional insured. The firm shall secure and maintain in effect for the period of the contract and pay all premiums for the

following kinds of insurance. However, failure to do so shall not operate as a waiver of these insurance requirements.

Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the city. Any deductibles or self-insured retentions shall be declared to and approved by the city. At the option of the city, the insurer shall either reduce or eliminate such deductibles or self-insurance retentions as respects of the city, its officers, officials, employees, and volunteers; or the contractor shall provide a financial guarantee satisfactory to the city guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

A. Workers' Compensation and Employers' Liability Insurance

This insurance shall protect the firm against all claims under applicable State Workmen's Compensation Laws. The liability limits shall not be less than the required statutory limits for Workers' Compensation and Employers' Liability in the amount of \$1,000,000.00 Each Accident, \$1,000,000.00 Disease-Each Employee, \$1,000,000.00 Disease-Policy Limit.

B. Firm's Commercial General Liability Insurance

This insurance shall cover all operations in connection with the performance of this contract in amounts not less than the following: Coverage in the amount of \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and \$2,000,000.00 products/completed operations aggregate for claims by third parties for bodily injury, property damage, or personal injury. Coverage shall be provided on an occurrence form, not claims made. No exclusions or limitations related to the height of the work shall be allowed. The Commercial General Liability policy carried by both the prime and the subcontractors shall be maintained by the contractor for at least two years after completion of services.

C. Automotive Liability

The firm shall maintain automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for bodily injury or property damage liability to protect the firm from any and all claims arising from the use of the following:

- 1) Firm's own automobile and trucks.
- 2) Hired/leased or rented automobiles and trucks.

The aforementioned coverage shall cover use of automobiles and trucks on and off the site of the project.

D. Owner's Protective Liability Policy

The firm shall maintain Owner's Protective Liability Insurance with City of Urbana, and its servants, agents, and employees as additional insured in amounts not less than \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate.

E. Pollution Liability

This insurance shall cover Pollution Liability in amounts of at least \$10,000,000.00.

F. Contractor Professional Liability

This insurance shall cover Contractor Professional Liability in amounts of at least \$2,000,000.00.

G. Umbrella Liability

An Umbrella or Excess Liability policy in amounts of at least \$10,000,000.00 shall be provided.

H. Waiver of Subrogation

Contractor shall hereby agree to waive subrogation which any insurer of the contractor may require from the contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that shall be necessary to affect this waiver of subrogation.

I. Additional Insured

On all coverages (except Workers' Compensation and Professional Liability), the following statement shall appear under additional insured: The City of Urbana, Ohio, its elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the additional insureds whether other available coverage be primary, contributing, or excess.

10. PROPOSAL PROTESTS - Proposers whose proposals are refused or rejected by the city and proposers who object to the awarding committee's recommendation of a contract award who desire reconsideration must submit a written request for reconsideration to the city's Director of Administration, stating all reasons the proposer objects to the committee's decisions. All requests for reconsideration must be submitted within five (5) days after the committee has posted notice of its recommendation for award. Proposers, who fail to submit a petition for reconsideration within the said five (5) day period, waive any objections to the decisions of the committee.

11. PREVAILING WAGE REQUIREMENTS - The contractor and all subcontractors shall pay employees on the project the prevailing wages established by the Ohio Department of Commerce, Bureau of Labor and Worker Safety, including all updates, and shall comply with the provisions of Chapter 4115 of the Ohio Revised Code. The current Prevailing Wage Rate Schedule shall be provided by the City of Urbana prior to the start of any scheduled work under terms of the contract.

SECTION XII – CITY OF URBANA STANDARD TERMS AND CONDITIONS

The City of Urbana's standard terms and conditions shall be applicable to this request for proposal and any subsequent contract between the city and the consultant. These standard terms and conditions are included below:

City of Urbana
Standard Terms and Conditions

1. **BILLING:** All goods or services must be billed to the City of Urbana and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Finance Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayment or progress payments are not permitted unless prior authorization is obtained from the Finance Department. All invoices are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED.** All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Urbana is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 36-640-1492-W. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Urbana reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default (defined as notified in writing by the City of Urbana you are in default and you have failed to cure the default within the time specified), the City of Urbana may procure the items from other sources and hold you responsible for any excess costs incurred thereby and any other damages permitted by law.
9. **NO VERBAL AGREEMENTS:** The City of Urbana will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Urbana.

10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and hold harmless the City of Urbana, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **INSPECTION:** The City of Urbana may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Urbana including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Urbana, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Urbana. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Urbana.
13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Urbana or to an agent or consignee duly designated by the City of Urbana at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Urbana. A packing slip must accompany each such shipment and if a shipment is to be a consignee or an agent of the City of Urbana, a copy of the packing slip shall be forwarded concurrently to the City of Urbana. If no such packing slip is sent, the count or weight by the City of Urbana or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **HOLD HARMLESS:** You shall indemnify and hold the City of Urbana, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suit, or liabilities (including attorney's fees of the City of Urbana) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Urbana upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the negligence of the City of Urbana other than where the City of Urbana's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.

15. **INSURANCE:** If requested by the City of Urbana, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Urbana, which policies shall be written so as to protect the City of Urbana and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Urbana and proof of such insurance shall be furnished by you to the City of Urbana. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Urbana within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
16. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this purchase order shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Urbana shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Urbana or a party duly authorized by the City of Urbana). Upon the City of Urbana's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Urbana.
17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Urbana, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Urbana, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
19. **EQUAL EMPLOYMENT OPPORTUNITY:**
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the

parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.

21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Urbana in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Urbana may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Champaign County, Ohio.
23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Urbana.

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES

O.R.C. 5719.042

STATE OF OHIO

ss:

COUNTY OF _____

TO: City of Urbana, Ohio

The undersigned, being first duly sworn, having been awarded a contract by you for the Professional Maintenance and Asset Management for Water Towers-Re-Release, 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: Professional Maintenance and Asset Management for Water Towers-Re-Release

CONTRACTOR _____(name of individual), being first duly sworn, deposes and says that he is _____(sole owner, a partner, president, secretary, etc.) of _____(corporate or business name of the party making the foregoing BID); that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid any fee or will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Affiant

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

CERTIFICATION AGAINST DEBARMENT AND SUSPENSION

The bidder hereby certifies, except as noted below, under penalty of perjury and under other such penalties as the laws of this state and the United States of America provide, that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds is **not** currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds has **not** been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; that the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds does **not** have a proposed debarment pending; that the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator has **not** been indicted, convicted, or had a civil judgment rendered against the company, or themselves by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are exceptions to any of the above clauses please set out the exceptions on the lines below. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Execution of this proposal on the signature portion thereof shall constitute also signature of this certification as permitted by Title 28 United States Code, Section 1746.

Signed: _____

Title: _____

CERTIFICATE IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

I, _____, an individual or as a representative
(Please print)
of _____ for a contract for Professional
(Name of Entity) Maintenance and Asset Management
for Water Towers-Re-Release

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