

Indefinite Quantity Agreement Contract FOR SERVICES

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

This Contract for ADS Flow Monitoring Equipment Service is entered into by and between Burgess & Niple Inc. (herein referred to as "Contractor"), and the City of Columbus, Department of Public Utilities (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for routine installation, replacement, calibration of sensors and maintenance services on an as needed basis and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. **Contract Term**

The term of this Contract shall be from date of execution to and including December 31, 2026. This Contract shall not automatically renew.

2. **Maximum Obligation**

This contract is an Indefinite Quantity Contract, as defined in city code 329.01(r), providing for an indefinite quantity of services for a fixed time and fixed price per RFQ25116, the terms of which are expressly incorporated herein. The maximum amount to be paid under this Contract is limited to the amount authorized with this Contract that has been validly established pursuant to the city code and city charter.

3. **Pricing and Scope of Services**

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. **Equal Opportunity Clause**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. **Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **City's Contract Administrator/Contract Administration**

The Department of Public Utilities Fiscal Office will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses: Sue Burke, CPPB, City of Columbus, Department of Public Utilities, 910 Dublin Road, Columbus, OH 43215. John Swartzbaugh, P.E., Director of Collection & Distribution Section, Burgess & Niple, Inc., 330 Rush Alley, Suite 700, Columbus, OH 43215.

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The

City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to DPUIInvoices@columbus.gov

10. Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

11. Contract Termination

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

12. Nonexclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

13. Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

14. Save Harmless/Indemnification

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

15. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

16. Assignment

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding

upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. **Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. **Insurance**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

Bodily Injury Liability:

Each Person \$500,000
Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$500,000
All Accidents \$1,000,000

20. **Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. **City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

CITY OF COLUMBUS

Burgess & Niple, Inc.

Kristen Atha / TLW

Kristen Atha, Director
Department of Public Utilities

9/25/23

Date

Roberta J Cameruca

Roberta J Cameruca, PE
Vice President

09/14/2023

Date

FID #: 31-0885550

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT an Officer or Member of the Company.)

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that he/she is
_____ of _____, a Corporation, LLC, or LLP organized and existing under and by
(Title) (Company Name)

virtue of the laws of the State of _____, and having its principal office at

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.****

Sworn to before me and subscribed in my presence this _____ day of _____ 20____

Notary Public

My Commission Expires: _____

RFQ025116 Flow Monitoring Services
 Opened: 7/13/23

Vendor account number	Status	Product name	Column1	Quantity	Unit	Unit price	Comment	Lead time in days
Burgess & Niple	0 Created			0.00				
004425	10 Received	IQA-FMS-818RH	routine installation, replacement or calibration of sensors in pipe size 8"-18" during regular hours	1.00	EACH	700.00000		0
004425	20 Received	IQA-FMS-818EH	routine installation, replacement or calibration of sensors in pipe size 8"-18" during early hours (3:00AM-6:00AM)	1.00	EACH	900.00000		0
004425	30 Received	IQA-FMS-1936RH	routine installation, replacement or calibration of sensors in pipe size 19"-36" during regular hours.	1.00	EACH	700.00000		0
004425	40 Received	IQA-FMS-1936EH	routine installation, replacement or calibration of sensors in pipe size 19"-36" during early hours (3:00AM-6:00AM)	1.00	EACH	900.00000		0
004425	50 Received	IQA-FMS-3760RH	routine installation, replacement or calibration of sensors in pipe size 37"-60" during regular hours.	1.00	EACH	700.00000		0
004425	60 Received	IQA-FMS-3760EH	routine installation, replacement or calibration of sensors in pipe size 37"-60" during early hours (3:00AM-6:00AM)	1.00	EACH	1,100.00000		0
004425	70 Received	IQA-FMS-61108RH	routine installation, replacement or calibration of sensors in pipe size 61"-108" during regular hours.	1.00	EACH	1,400.00000		0
004425	80 Received	IQA-FMS-61108EH	routine installation, replacement or calibration of sensors in pipe size 61"-108" during early hours (3:00AM-6:00AM)	1.00	EACH	1,625.00000		0
004425	90 Received	IQA-FMS-109156RH	routine installation, replacement or calibration of sensors in pipe size 109"-156" during regular hours.	1.00	EACH	2,150.00000		0
004425	100 Received	IQA-FMS-109156EH	routine installation, replacement or calibration of sensors in pipe size 109"-156" during early hours (3:00AM-6:00AM)	1.00	EACH	2,700.00000		0
004425	110 Received	IQA-FMS-WRH	routine installation, replacement or calibration of sensors in a weir during regular hours.	1.00	EACH	700.00000		0
004425	120 Received	IQA-FMS-WEH	routine installation, replacement or calibration of sensors in a weir during early hours (3:00AM-6:00AM)	1.00	EACH	900.00000		0
004425	130 Received	IQA-FMS-MSRH	Other maintenance services during regular hours (please put in comments section service)	1.00	EACH	700.00000		0
004425	140 Received	IQA-FMS-MSEH	Other maintenance services during early hours (3:00AM-6:00AM)	1.00	EACH	1,100.00000		0
004425	150 Received	IQA-FMS-TRAF	Maintenance of Traffic Daily Cost	1.00	EACH	1,500.00000		0
004425	160 Received	IQA-FMS-MISC	Misc. charges (please put charges in comments section)	1.00	EACH	300.00000		0

Ohio

**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00099548

Period Specified Below
07/01/2023 to 07/01/2024

BURGESS & NIPLE INC
300 Rush Alley
Suite 700
Columbus OH 43215



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Insurance Company of P		19445
INSURER B: Continental Insurance Company		35289
INSURER C: New Hampshire Insurance Company		23841
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W30182412 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	GL 5268138	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	Y	Y	CA 4489627	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	CUE 6080621408	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE \$ 15,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 015893628	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
		No					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Indefinite Quantity Agreement Contract for ADS Flow Monitoring Equipment Service.
20230920

The City of Columbus is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability when required by written contract.

CERTIFICATE HOLDER

City of Columbus
Department of Public Utilities
910 Dublin Road
Columbus, OH 43215

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael M. [Signature]

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Burgess & Niple, Inc. 330 Rush Alley Suite 700 Columbus, OH 43215	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured when required by written contract.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation when required by written contract and as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

BIDDER GUIDE – RFQ025116

The following information is provided by the City of Columbus to assist you in navigating the formal bid procedures. This information is not to supersede or replace any of the actual bid specifications or requirements; its sole purpose is to provide information on the process. If you have any questions regarding the process, please contact the appropriate City of Columbus representative listed on the bid solicitation (for specification questions see instructions below).

Any addenda issued by the City of Columbus will be posted on this site. The City of Columbus will send notification of addenda to Bidders that have an active login id and password with Columbus Vendor Services and are registered for the commodity code(s) associated with this solicitation.

Though the notification methods above will be utilized to notify bidders of addenda it is ultimately the Bidder's responsibility to check this site for verification of any issued addenda.

IN ORDER FOR YOUR BID TO BE CONSIDERED: (CHECK ONE BELOW)

The following documents must be completed and attached to your response. Complete this checklist to confirm the items required in your bid. Failure to submit the listed documents may be cause for rejection of your bid.

- Reference Pages
- Subcontractor Information
- Experience Documentation
- Bid Discount/Proposal Incentive Request Form
- Insurance
- Worker's Compensation

Please refer to Page 15 of the Vendor Services User Guide for guidance using the Attachment feature to attach references, literature, warranty information and any other documentation as needed.

EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBES shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION
NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.**

*To obtain a Contract Compliance number register at the City of Columbus Vendor
Services website: <http://vendors.columbus.gov/sites/public>*

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **Forward**.
5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

City of Columbus Home Page: www.columbus.gov

INFORMATION FOR BIDDERS

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

SUBMISSION OF PROPOSAL

Responses must be entered and submitted electronically in the body of the RFQ. Some RFQs require pricing lists or additional documents to be attached to the RFQ response electronically. In rare instances documents require submission via regular mail delivery. Refer to the "Proposal Information" section of the specifications for instructions for submission. Any unauthorized conditions, limitations or provisions attached to the proposal may render the bid nonresponsive and result in its rejection.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each RFQ issued by the City shall state that the RFQ may be cancelled and that any RFQ response may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

Bidders may withdraw their RFQ response at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his response for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Public Utilities Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to

the satisfaction of the said Director, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful bidder will be furnished an exemption certificate if needed.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

DELIVERY

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the bidder, the RFQ response will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Section 361.34 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

INFORMATION FOR BIDDERS (Continued)

IN THE EVENT OF A CONTRACT

1. Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
2. The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
3. The risk of loss from any casualty to the goods regardless of the cause of the casualty shall be on seller until the goods have been delivered at the address designated in the order and are approved after inspection by the City.
4. Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
5. If there is a breach by seller of the warranty against encumbrances granted by seller in an agreement, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
6. Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase price and the transportation and installation costs of the goods at the option of the City.
7. Seller warrants that (1) the goods to be supplied pursuant to an agreement which result from this proposal are fit and sufficient for the purpose intended, (2) the goods are merchantable, of a good quality, and free from defects, whether patent or latent, in material or workmanship and (3) the goods sold to the City pursuant to an agreement which may result from this proposal conform to the specifications. The particular purpose of which the goods are required may be set forth in the specifications.
8. The benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller.
9. All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
10. If any tender or delivery by seller is rejected by the City for nonconformity, no notice of intention to cure can be effective unless it is received by the City agency within five (5) days after notice of rejection is sent to seller.
11. The liability of the City for either non-acceptance of conforming goods or repudiation of the agreement which might result from this proposal shall be limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City.
12. An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.
13. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.
14. This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Contractor.
15. The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

LOCAL CREDIT

Pursuant to City of Columbus Ordinance # 2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

ENVIRONMENTALLY PREFERABLE PURCHASING

In evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder who offers a product or service equal to or superior to that of a non-environmentally preferable bidder or offeror and that the environmentally preferable bid or offer does not exceed by more than 5% (up to a maximum of \$20,000) the lowest responsive and responsible and best bid from any non-environmentally preferable bid or offer. The environmentally preferable bidder will be required to demonstrate to the city agency procuring the product or service how their bid is equal to or superior to that of a non-environmentally preferable bidder. Where the bidder or offeror is local, the applicable credit for a local bidder or offeror shall be calculated first.

CERTIFICATE OF TITLE ON EQUIPMENT

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title must be delivered to:

Fleet Management Administrator
City of Columbus/Fleet Management Div.
4211 Groves Road
Columbus, Ohio 43232

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

City of Columbus
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ADS Flow Monitoring Equipment Services
Detailed Specifications

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** This proposal is to provide the City of Columbus with an Indefinite Quantity Agreement Contract for ADS Flow Monitoring Equipment Services to be used on an as needed basis. The proposed contract will be in effect through December 31, 2026.
- 1.2 **Classification:** The successful bidder will provide assistance in performing in confined space entries to install or replace sensors at the existing or new installation locations. Bidders are required to show experience in providing this type of material and/or services as detailed in these specifications.
- 1.2.1 **Bidder Experience:** The offeror must submit an outline of its experience and work history in these types of materials and/or warranty service for the past five years.
- 1.2.2 **Bidder References:** The offeror shall have documented proven successful contracts from at least two customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 1.3 **Specification Questions:** Questions regarding this bid must be submitted on the Vendor Services portal by June 26, 2023. Responses will be posted on the RFQ on Vendor Services no later than June 28, 2023.
- 1.4 For additional information concerning this bid, including procedures on how to submit a proposal, you must go to the City of Columbus Vendor Services web site at <https://columbusvendorservices.powerappsportals.com/> and view this bid number.

2.0 APPLICABLE PUBLICATIONS AND STANDARDS

- 2.1 Must meet or exceed all City, State, Federal safety guidelines and standards.
- 2.2 All OSHA applicable guidelines and standards.

3.0 REQUIREMENTS

3.1 General Information:

- 3.1.1 **Term:** The proposed contract shall be in effect from the date of execution up to and including December 31, 2024.
- 3.1.1.1 **Annual Extension:** Subject to mutual agreement, the period covered by the ensuing contract, under the same terms and conditions stated therein can be extended for two (2) additional one (1) year contracts, or portion thereof, at the same pricing and the same escalator clause.

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3.1.2 **Pricing:** Bidders are to bid firm or fixed prices, FOB Destination, Freight Prepaid and Allowed. All pricing must include manufacturer warranty. All manufacturer warranties will be passed on to the City of Columbus. Unless otherwise stated all bids will be considered to contain the following escalator/de-escalator clause:

3.1.2.1 **Escalator Clause:** No price adjustment shall be granted during the first six (6) months duration of an awarded contract. Thereafter no more than two such increases may occur within any year of the contract. In the event the supplier receives a general price increase in the cost of the finished product contracted for, due to increase in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and proper documentation as proof, said increase in addition to the unit price quoted herein, may be permitted, subject to the sole discretion of the City of Columbus Finance and Management Director. In the event any such increase is granted, no price adjustment shall be permitted on orders received by supplier which are in process or filled but awaiting shipment prior to the increase. All price decreases inure to the benefit of the City of Columbus. The written notice and following documentation shall be sent to: SABurke@columbus.gov

3.1.2.2 **Price Documentation:** The supplier shall submit the following documentation with each request for a price increase:

- 1) Copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the supplier and the corresponding increase; and
- 2) Copies of correspondence sent by the supplier's supplier explaining the source of the increase in such areas of raw materials, freight, fuel or labor, etc.; and
- 3) Copies of excerpts from business publications, market quotations or trade journals recognized as being representative of their particular trade or industry, that indicate a trend toward an increase in the current market for the commodities under the awarded contract.

3.1.2.3 **Right of Cancellation:** If at any time during the term of the contract the supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), the City of Columbus may cancel this agreement with thirty (30) days written notification.

3.1.3 **Quantity Estimate:** The City of Columbus estimates spending approximately \$80,000.00 in accordance with this contract. This is an estimate of the annual needs of the City under this contract and are for bidding purposes only. This estimate is not to be construed as representing an actual order for that amount, or a guarantee that any minimum amount will actually be purchased. The City reserves the right to purchase up to twice the estimated quantity.

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- 3.2 **Bidder Requirements:** The City will use the requirements of this section to determine if each bidder meets the minimum standards to be considered a responsible bidder. **Please print, complete and attach** Reference pages and attach any supplemental pages as may be necessary to meet these requirements. **For instructions on how to attach a document to your bid, refer to the Vendor Services User Guide.**
- 3.2.1 **Experience Required:** Documentation shall include (at a minimum) information meeting the following criteria.
- 3.2.1.1 **Equipment and Warranty Capabilities:** Offerors must document, and submit in a letter attached to the bid, their capability of providing the equipment and warranty service specified herein.
- 3.2.1.2 **Manufacturer Relationship:** The offeror shall provide the history of their relationship with manufacturer(s) that will potentially be providing these types of equipment/parts and warranty service for the past five years, including but not limited to the following:
- a) Length of the relationship
 - b) Level of the relationship
 - c) A brief history of the relationship
- 3.2.2 **References:** The offeror shall have documented proven successful contracts from at least four customers that the offeror supports that are similar in scope, complexity, and cost to the requirements of this specification.
- 3.2.2.1 **Contact Information Required:** The reference contact information shall include the customer name, customer e-mail address, street address, telephone number, fax number, contact name and equipment purchase date.
- 3.2.2.2 **Equipment / Warranty Service Information:** A description of the equipment/parts provided and type of warranty service that was provided.
- 3.2.3 **Subcontractor Information Required:** If subcontractor(s) are to be used, please list names, addresses, telephone numbers and a contact person for each subcontractor. All subcontractors must have valid contract compliance certification.
- 3.2.3.1 **Subcontractor Contact:** Should the offeror use subcontractors, the City shall use the offeror as the primary contact point.
- 3.2.4 **Specification Questions:** Questions regarding this bid including any exceptions and/or suggested changes to the requirements must be submitted on the vendor services portal by June 26, 2023. Responses and any necessary addenda will be posted as an amendment to this RFQ on the City's Vendor Services portal no later than June 28, 2023. The City strongly encourages bidders to submit exceptions and/or changes during this stage of the process. Bidders submitting exceptions and/or changes before this date will greatly reduce the likelihood of their bid being rejected as non-responsive to the specifications. Bidders whom have not registered and created a new user on the City's portal

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<https://columbusvendorservices.powerappsportals.com/> are strongly encouraged to do so. Notice of any addenda will only be sent to Bidders whom have registered at the site.

- 3.2.4.1 For further instructions on how to submit "Vendor Questions" through the Vendor Portal, please see Section "Add Vendor Questions" provided in the City of Columbus Vendor Services User Guide.
- 3.2.4.2 The City has instructional videos to assist bidders at the portal. Tutorial videos are available to be viewed through You Tube or by clicking the following link:
https://www.youtube.com/channel/UCTIkkGNM7GHlITzoqQVNJIA/videos?shelf_id=0&view=0&sort=dd

3.3 Specifications:

- 3.3.1 Services are required in Franklin County. Surrounding counties may be included within the limits of City of Columbus sewer service area. Work will be performed during normal business hours. Some exceptions apply to areas with high flow rates or where traffic is heavy and would not be feasible to perform during regular work hours. These areas will require service in the early morning period, 3:00 AM to 6:00 AM. Contractor shall respond to a call for service within 48 hours.

The contractor shall provide all labor, equipment, and tools needed to perform work under this contract according to the described requirements in this specification. The City will provide replacement parts as required. The contractor shall at all times while performing duties, adhere to all rules of their particular industry, with regards to mandates by the Environmental Protection Agency and/or Occupational Safety and Health Administration, and any other regulations/policies applicable to the circumstances.

The City is seeking assistance in performing confined space entries to install or replace sensors at existing or possibly new installation locations. While performing the confined entry at a given location, bidders may also be required to perform other tasks associated with field level flow monitoring maintenance, such as replacement of existing flow monitors, field calibrations, installation or replacement of wireless antennas, and replacement of batteries. Bidders will be familiar with sensor installation procedures as described in the ADS Triton+ Product Manual, available on their website, and will follow these procedures for installation of sensors. The City of Columbus Field Crew will provide guidance on custom sensor installations or replacements. Bidders will also be familiar with Rain Alert Rain Gauge installation procedures as described in the Rain Alert III Product Manual, also available on the ADS website, and follow these procedures when servicing a Rain Alert Rain Gauge.

All lines will be awarded as a whole.

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3.3.2 Please provide the following prices on each line:

Line 10 = routine installation, replacement or calibration of sensors in pipe size 8"-18"
during regular hours

Line 20 = routine installation, replacement or calibration of sensors in pipe size 8"-18"
during early hours (3:00AM-6:00AM)

Line 30 = routine installation, replacement or calibration of sensors in pipe size 19"-36"
during regular hours.

Line 40 = routine installation, replacement or calibration of sensors in pipe size 19"-36"
during early hours (3:00AM-6:00AM)

Line 50 = routine installation, replacement or calibration of sensors in pipe size 37"-60"
during regular hours.

Line 60 = routine installation, replacement or calibration of sensors in pipe size 37"-60"
during early hours (3:00AM-6:00AM)

Line 70 = routine installation, replacement or calibration of sensors in pipe size 61"-
108" during regular hours.

Line 80 = routine installation, replacement or calibration of sensors in pipe size 61"-
108" during early hours (3:00AM-6:00AM)

Line 90 = routine installation, replacement or calibration of sensors in pipe size 109"-
156" during regular hours.

Line 100 = routine installation, replacement or calibration of sensors in pipe size 109"-
156" during early hours (3:00AM-6:00AM)

Line 110 = routine installation, replacement or calibration of sensors in a weir during
regular hours.

Line 120 = routine installation, replacement or calibration of sensors in a weir during
early hours (3:00AM-6:00AM)

Line 130 = Other maintenance services during regular hours

Line 140 = Other maintenance services during early hours (3:00AM-6:00AM)

Line 150 = Maintenance of Traffic Daily Cost

Line 160 = Misc. charges

5.0 ORDERING, DELIVERY and INVOICING

5.1 **Ordering Procedure:** A written purchase order will be established by the Director of Finance and Management

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5.4 **Invoicing:** Each invoice shall show the City Purchase Order number, a brief description identifying the item, the unit price, and the total amount. The invoice amount must exactly match the purchase order amount in accordance with the bid proposal. All Invoices should be emailed to DPUIinvoices@columbus.gov to ensure proper payment.

6.0 **NOTES**

6.1 **Indefinite Quantity Contract:** This proposal is a bidder's offer to sell the service(s) set forth in the bidders' response to the RFQ at the price(s) quoted by bidder therein, under the terms and conditions of these bid documents. An estimated quantity or estimated annual expenditure is set forth in the proposal. Bidder is to take notice that the City makes no warranties or representations that the estimated quantity, or any quantity at all, will be ordered by the City even though bidder's proposal is accepted by the City and a firm offer for sale executed.

If bidder's proposal is accepted by the City and the firm offer for sale is executed the bidder is to take further notice that no act, failure to act, or order placed by the City shall constitute an order or contractually bind the City without the proper certificate by the City Auditor that funds sufficient for full payment due on any order are available. Each order placed under the firm offer for sale shall require execution of a purchase order. Bidder shall offer to sell buyer, City of Columbus, who shall have the Contract Term to exercise this option to purchase, at the price and on the terms set forth in this proposal.

The City shall not be precluded from buying the same or similar services from other suppliers.

6.1.1 **Written Purchase Order:** Written Purchase Order(s) will represent a maximum obligation for the City of Columbus over a particular time period. The City may spend all, part or none of the funding noted on the Purchase Order. This Purchase Order shall not be construed as an actual order to manufacture, ship or provide any items or services. Rather, written Purchase Order(s) enable properly authorized City agency personnel to make purchases on an "as needed" basis per this contract. Any number of written purchase orders may be used at the discretion of the City to increase or decrease available funds during the term of the agreement. At no time shall the maximum obligation of the City agency exceed the cumulative dollar amount of associated purchase orders. Any available funds balance not obligated by the City for accounts payable on items/work ordered on or prior to that date shall be cancelled after that date.

6.2 **Online Bidding Instructions:** Bidders are requested to quote firm or fixed prices on the corresponding line item(s).

6.5 **Insurance Requirements and Workers Compensation:** Successful Bidder is required to provide the following before final execution of the contract:

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6.5.1

Liability Insurance: The contractor shall take out and maintain during the life of the contract, such Public Liability (bodily injury and property damage) Insurance as shall protect him from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the city as named insured. The Contractor shall maintain coverage of the types and in the amounts specified below. Submitting a certificate of insurance shall evidence proof of such insurance coverage. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement, with the City as named insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability

Each Person \$ 1,000,000.00
Each Accident \$ 1,000,000.00

Property Damage Liability

Each Person \$ 1,000,000.00
Each Accident \$ 1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract. Insurance may not be changed or cancelled unless the insured and the City are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the Contractor is responsible for the part sublet being adequately covered by insurance herein above described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the city and such loss or damages is caused by an act of the city or its employee which constitutes gross negligence or wanton misconduct.

6.5.2

Workers Compensation: The successful contractor obtain and maintain during the life of this contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The successful contractor shall furnish one (1) copy of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

6.7

Correspondences: During the bidding and evaluation process Offerors are strictly prohibited from communicating with any City employees or officers regarding the solicitation. Any communication from the vendor to the City should be limited to only the contact(s) listed in the RFQ and/or below. A violation of this section on the part of the Offeror may lead to disqualification.

All correspondences regarding this bid should be sent via email to SABurke@columbus.gov,

Request for Bid Discount / Proposal Incentive

This Bid Discount/Proposal Incentive Request Form must be included with the bid and proposal and submitted no later than the bid or proposal due date. Please complete the sections that apply.

The Minority Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) Programs provide a bid discount and proposal incentive points to eligible businesses seeking to bid on City of Columbus contracts as prime contractors/prime consultants. To be eligible for either the bid discount or the proposal incentive credits, the prime contractor must be certified with the Office of Diversity and Inclusion in the necessary work classification at the time the submittal is due.

The Proposal Incentive points apply to professional service solicitations/contracts. For these contracts, the prime contractor's ethnicity and gender are part of the evaluation criteria. A prime contractor that is a minority-owned or a woman-owned business certified with the Office of Diversity and Inclusion in the relevant field of work is assigned 5 percentage points during the evaluation process. The Proposal Incentive points are used in scoring the proposals and ranking the submittals.

The Bid Discount applies to construction and goods and services contracts when the award is based on low bid, and the prime contractor is a minority or woman-owned business or a minority or woman-owned joint venture certified with the Office of Diversity and Inclusion in the relevant work classification. The Bid Discount is 5% for construction and goods and services bids, not to exceed \$50,000 on a single bid. The Bid Discount allows an original bid amount to be discounted by 5% for purposes of evaluating and determining the lowest responsive bid. The original bid amount is the basis for the contract award. For example, a \$100,000 bid with a 5% Bid Discount is evaluated at \$95,000. However, \$100,000 would be paid if the bidder eligible for the discount was the successful bidder.

For additional information about the Minority and Woman-Owned Business Enterprise Program, please visit the Office of Diversity and Inclusion's website.

(Please Attach Copy of Current MBE/WBE Certification Approval Letter)

CERTIFICATION OF AFFIDAVIT		
The information provided is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall become a part of my contract with the Columbus of Columbus		
Bid Name:	Bid Number:	Bid Opening Date:
Contracting Department:	Bid/Project Manager Name (as listed in bid documents):	
Certified Prime Contractor/Consultant Authorized Signature & Date: X	Printed name of the authorized signatory: X	Business Name:
Office of Diversity and Inclusion Staff Authorized Signature Only		
Office of Diversity and Inclusion Official Authorized Designee Signature: X	Date:	Approved Not Approved



City of Columbus
Department of Public Utilities
ADS Flow Monitoring Equipment Services

REFERENCES

The bidder must briefly document its capabilities and submit an outline of its experience and work history for the past five years by submitting the contact information of References. References should consist of projects of a similar scope, complexity, and cost.

Business Name: Arcadis, US Tel # 614.985.9151

Address: ARCADIS U.S., Inc. | 100 E. Campus View Blvd. Suite 200 | Columbus, OH 43235-1447

E-mail Address: hazem.gheith@arcadis-us.com Fax # -

Contact: Hazem Gheith, PhD, PE Service date(s): 11/2017 thru 2/2020

Service Performed:

ADS Flow Meter Installation, maintenance, removal and data evaluation for the City of Columbus
Sanitary Sewer Capacity Model Team Total Cost Expended \$143,925

Flow Meter Installation, maintenance, removal and data evaluation for the Marysville Sanitary
Sewer Master Plan 2/2018 thru 12/18 Total Cost Expended \$70,000

Business Name: City of Columbus Tel # (614) 645-6863

Address: 1250 Fairwood Avenue, Columbus Ohio 43206

E-mail Address: DABukovac@columbus.gov Fax # -

Contact: Dave Bukovac Service date(s): 6/2022 thru 7/2023

Service Performed:

ADS Flow Meter Installation, Maintenance, and removal at the request of the City.

Performed confined space entry and flow measurements for calibration

Total Costs to Date \$58,525

City of Columbus
Department of Public Utilities
ADS Flow Monitoring Equipment Services

SUBCONTRACTORS INFORMATION (IF APPLICABLE)

Business Name: _____ Tel #. _____

Address: _____

E-mail Address: _____ Fax #. _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

Business Name: _____ Tel #. _____

Address: _____

E-mail Address: _____ Fax #. _____

Contact: _____ Work performed from _____ to _____

Work Performed: _____

West Fifth Avenue Sanitary Sewer System I/I Remediation

City of Columbus | Columbus, Ohio



RELEVANT FEATURES

- ➔ **CCTV, I/I and Sewer Cleaning**
- ➔ **Flow Metering**
- ➔ **Field Investigations**
- ➔ **Model of System**
- ➔ **Development of H&H Alternative**

B&N led a multi-consultant team that included Brown & Caldwell (BC) and CCI on the West Fifth Avenue I/I project. **The primary purpose of the project was to identify the locations and cause of excess I/I within the 126,000 lineal feet of sewer within the study area and recommend cost-effective improvements that will remove I/I from the system.**

Primary tasks included cleaning and televising sanitary and storm sewers in the study area; performing detailed field investigations and flow monitoring; modeling the system to identify areas and causes of capacity limitations and maintenance problems; and identifying and recommending cost-effective improvements using a Life Cycle Analysis process.

The first phase of work involved review of existing system information and detailed field investigations. The sewer cleaning and TV inspection task involved reviewing mapping data, developing a maintenance of traffic (MOT) plan, notifying property owners, cleaning and televising sewers, and reviewing and evaluating the inspection data. Manhole inspection work included developing an MOT plan, field survey, and manhole inspections.

Evaluation of the City's past sewer maintenance program included a review and tabulation of the previous 5 years of maintenance and GIS mapping preparation.

PROJECT DATA

Role

Prime

Key Staff

Swartzbaugh, Project Manager; Ford, Field Operations

Contract Amount

\$4,458,298.41

Reference

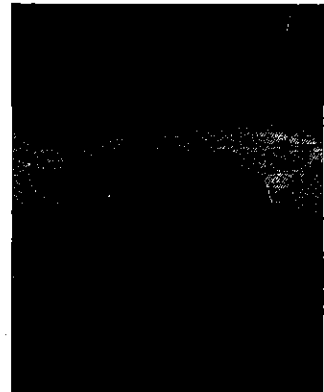
Nick Domenick, PE | 614.645.4693

Award Date

2006 - 2013

Multi-Phase Sanitary Sewer Evaluation Study Program

City of Upper Arlington | Upper Arlington, Ohio



RELEVANT FEATURES

- ➔ **I/I Prioritization System**
- ➔ **Public and Private I/I Testing**
- ➔ **Flow Monitoring**
- ➔ **Smoke and Dye Testing**
- ➔ **GIS Mapping**

B&N completed a multi-year Sanitary Sewer Evaluation Survey (SSES) for the City of Upper Arlington, Ohio, to aid in identifying sources of Inflow and Infiltration (I/I). This multi-phase, long-term project covered the entire city and is intended to help save time and effort by estimating I/I and providing recommendations for remediation.

The first phase of the project includes citywide GIS mapping, review of historical data related to maintenance and complaints, and flow monitoring and system analysis to determine locations of excessive I/I for further identification pathway testing. The B&N team installed and calibrated flow meters and tipping bucket rain gauges. Following installation, the project included regular site visits and processing the flow meter data.

One critical component of the services B&N provided was to obtain concurrence from the Ohio EPA on the determination of excessive I/I which would set the framework for all future SSES studies. B&N worked diligently with the City to collaboratively develop a tiered I/I ranking system that was in the City's best interest while also meeting the spirit of the Ohio EPA's Findings and Orders.

The project's second phase included additional services such as field investigations to identify public and private pathways of I/I based on previous flow monitoring activities. Smoke testing, dye testing and rainfall simulation were used in field testing.

At conclusion of the priority one areas, B&N tested and identified I/I pathways and quantified I/I. Next, the team developed a remediation and Capital Improvement Plan (CIP) program to cover the next 15 years. The 15-year CIP duration was longer than the original schedule permitted. As a result, B&N helped the City with having the Director's Findings and Orders Schedule revised with the Ohio EPA.

DID YOU KNOW?

B&N's prioritization schedule saved the City of Upper Arlington over \$22 million in remediation costs!

PROJECT DATA

Role

Prime

Key Staff

Swartzbaugh, Project Manager; Ford, Field Operations; Smith, Project Engineer

Contract Amount

\$2,415,344.80

Reference

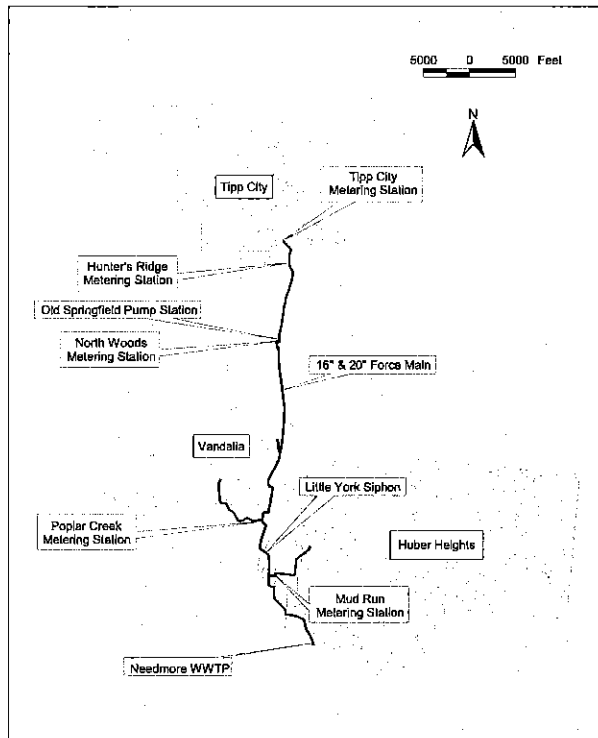
Jackie Thiel | 614.583.5360

Award Date

2013 - 2016

Sanitary Sewer Master Plan

Tri-Cities North Regional Wastewater Authority | Montgomery County, Ohio



B&N led the development of a detailed comprehensive sanitary sewer master plan for the Tri-Cities area near Dayton, Ohio. The existing wastewater collection and treatment system currently owned by TCA stretches from the southern end of Tipp City 10,000 linear feet to a regional WWTP at the southern end of Huber Heights. The system's existing facilities include 51,730 linear feet of gravity sewers; 135 manholes; 25,338 linear feet of 16-inch and 20-inch sanitary force main; 11 air release valves; two pump stations; and a regional WWTP.

The purpose of the project was to provide TCA and its member cities with (1) a clear understanding of the flow conditions that presently exist in the sanitary sewer systems of TCA and the member cities for both dry and wet weather conditions; (2) adequacy of the collection systems in handling the range of flows experienced during dry and wet weather; (3) areas where growth is likely to

RELEVANT FEATURES

- ➔ Master Plan to address SSOs
- ➔ Flow Monitoring
- ➔ Field Investigation

occur over the next 20 years and how the increase in sewage flows will affect the adequacy of the existing collection system; and (4) improvements that should be performed over the next ten years to cost-effectively address the sanitary collection needs, both now and well into the future.

Key project tasks include field investigations, hydraulic model development, system capacity assessment, alternatives development and evaluation, and recommendations. The flow monitoring program included 56 flow meters and 16 rain gauges.

PROJECT DATA

Role

Prime

Key Staff

Swartzbaugh, Field Operations

Contract Amount

\$1,005,800

Reference

David Heckler | 937.236.6558

Award Date

2007 - 2010

Sanitary Sewer Rehabilitation

City of Cambridge | Cambridge, Ohio



B&N performed an SSES to identify sources of extraneous flow in various areas throughout the City. The project included base mapping the project area, flow monitoring at eight locations, inspecting more than 900 manholes, smoke testing 238,000 feet of sanitary sewer, and dye testing 46 areas where inflow and infiltration were suspected. Based on the SSES findings, a two-phase approach to sanitary sewer improvements design was implemented.

Phase 1 included lining of 4,500 feet of sanitary sewer along Gordan's Run utilizing CIPP ranging in size from 8- to 18-inch. The rehabilitation and reconstruction of 25 manholes was performed with a cementitious liner.

The second phase included lining 7,500 feet and replacement of 1,000 feet of sanitary sewer along Wills Creek utilizing CIPP ranging in size from 10- to 24-inch. The rehabilitation and reconstruction of 300 vertical manhole feet was performed utilizing a polyurethane liner. Both phases combined to remove an estimated 1,100 gallons per minute of I/I.

PROJECT DATA

Role

Prime

Key Staff

Swartzbaugh, Project Manager; Ford, Field Operations

Contract Amount

\$22,570.90

Reference

Louis Thorton | 740.432.3601

Award Date

2014 - 2014

Sanitary Sewer Capacity Model Flow Metering

City of Columbus | Columbus, Ohio



The City of Columbus, Ohio Sanitary Sewer Capacity Model (SSCM) is utilized to estimate current and future sanitary flows for areas tributary to the City's system. The SSCM Update is an annual project geared towards updating the model by metering flows at various locations throughout the City. For the 2018 and 2019 model updates, Burgess & Niple was responsible for identifying suitable sites for flow monitor installation and confirming if the locations would be ideal by evaluating hydraulic conditions in the manhole.

Following that process, Burgess & Niple installed, maintained, and removed over 20 ADS Triton flow meters. The data gathered from these meters will help the city update their models and determine if there are capacity, inflow/infiltration or seasonal operating issues. Once identified, the City can address any issues to ensure the sanitary sewers are operating the desired level of service.

PROJECT DATA

Role

Subconsultant to Arcadis

Key Staff

Swartzbaugh, Project Director; Ford, Field Manager; Smith, Field Operations

Contract Amount

\$111,054.89

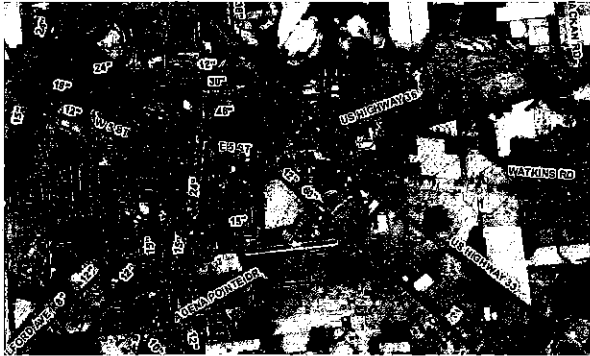
Reference

Fang Chen, PE | 614.645.1267

Award Date

2017 (ongoing)

Wastewater Master Plan City of Marysville | Marysville, Ohio



An SWMM model was developed for the City's existing collection system using available GIS information. The model expanded the level of detail in catchment delineations to allow for modeling flows at their source by delineating features that have unique runoff characteristics within the catchment which provided a high level of detail in the surface hydrology. The groundwater routines were used to represent I/I contribution from the individual sources.

A flow monitoring program and rainfall monitoring program for three months were conducted. Arcadis lead the efforts of selecting and installing 8 flowmeters and two rain gauges.

The model extent included the main sewer pipes in the City collection system with diameters ranges from 8" to 60". The model was used to plan for potential solution to mitigate current and future hydraulic deficiencies. The result was a CIP that increases system capacity.

PROJECT DATA

Role

Subconsultant to Arcadis

Key Staff

Swartzbaugh, Project Manager; Ford, Field Operations; Smith, Field Operations

Contract Amount

\$326,000

Reference

Kyle Hoyng | 937.645.7376

Award Date

2017-2019

CMOM & Asset Management Plan Development & Implementation

City of Canton | Canton, Ohio

B&N and subconsultant Arcadis provided professional engineering services to develop a formal Asset Management Plan (AMP) and a CMOM plan for the City of Canton's sanitary sewer collection system. B&N led the development of the CMOM plan and collaborated with Arcadis for the AMP. B&N reviewed the City's CMOM procedures and identified gaps where the City made improvements to meet EPA CMOM guidance. The new CMOM plan provided the City with recommendations and an implementation schedule to optimize management and the operation and maintenance of assets within the sewer collection system. The plan included strategies to minimize SSOs and basement backups. The team assisted the City to:

- Make improvements to its GIS-based sewer maps
- Develop a flow monitoring plan
- Plan a 5-year sewer inspection and cleaning cycle
- Prepare Standard Operating Procedures for the implementation of the program

B&N also assisted the City in the development of a scheduled manhole inspection program. The City amended the original agreement to extend services to provide assistance with:

- Flow meter installation (15), maintenance and data collection
- Westside (2020) and Eastside (2021) interceptor sewer cleaning & inspection bid document development and contract assistance
- 2020 manhole inspections

PROJECT DATA

Role

Prime

Key Staff

Swartzbaugh, Project Manager; Ford, Field Operations

Contract Amount

\$1,248,800 (initial contract value)

Reference

Doug Harris | 330.995.9116

Award Date

2018 (ongoing)

OCI Tunnel Ancillary Engineering Services

City of Akron | Akron, Ohio

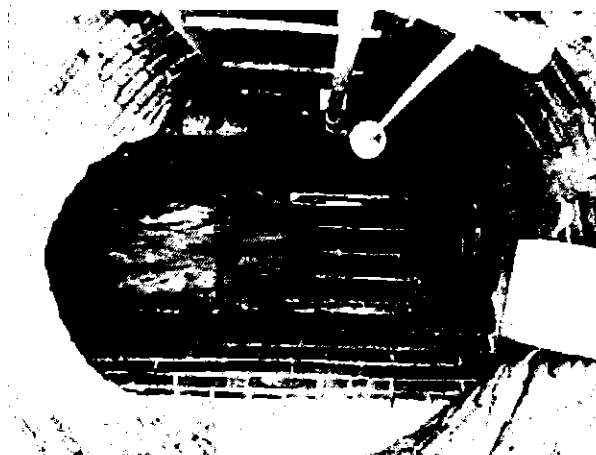
As a sub-consultant to the lead designer for the preliminary engineering on the OCI Tunnel work in Akron, B&N was responsible for the concurrent installation, maintenance, and data processing for 27 flow meters and three rain gauges. Twenty-one of these meters (ADS Flowshark) and the three rain gauges were used to acquire data to model flows tributary to the proposed OCI Tunnel. The additional six ISCO ADFM flow meters were installed at the same time in support of the Rack 21 sewer separation project which was being undertaken by the City of Akron Engineering Bureau.

A summary of the 27 flow meters is as follows:

- Sewer size ranges from 30-inch to 120-inch, including rectangular and egg shaped
- Duration of monitoring was five months, April through August
- Some flows encountered in combination sewers were in excess of 20 feet per second

B&N coordinated with team members to determine optimum flow meter and rain gauge locations. B&N field personnel investigated the proposed locations for flow meters and rain gauges. Confined space entry was conducted in the manholes to check manhole depth, flow conditions, size and type of sewers, sediment levels, access and other characteristics that might impact flow meter installation. For rain gauge locations, the field crew checked access and impacts from nearby structures to confirm applicability of rain gauge locations. Once locations were confirmed, B&N performed confined space entry to install the meters and gauges. Many of the installations required traffic control and coordination with various City departments. Installation included the setup of antennas and software for remote wireless data downloads and status notifications for all 27 flow meters and three rain gauges.

Two different types of flow meters were installed depending on the sewer size, shape, and anticipated depth of flow. Both meter types measured depth utilizing both ultrasonic and pressure sensors to account for varying flow conditions. Meters were inspected weekly



RELEVANT FEATURES

- ➔ **Master Plan to address CSOs**
- ➔ **Flow Monitoring**
- ➔ **Field Investigation**

via confined space entry for maintenance and troubleshooting, which included but was not limited to: replacing sensor heads and reinforcing sensor bands due to high flow velocities; cleaning sediment and debris from sensor heads; data logger battery replacement; and manual downloads when required. Data downloads were processed weekly and reviewed for QA/QC and reported to the project team.

PROJECT DATA

Role

Subconsultant

Key Staff

Swartzbaugh, Lead Technical Support; Ford, Field Operations

Contract Amount

\$1,005,800

Reference

Michelle DiFiore, PE, PMP | 330.375.2495

Award Date

2007 - 2012