

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into and effective on this __ day of _____, 2012 ("Effective Date") by and between the City of Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at 5200 Emerald Parkway, Dublin, Ohio 43017 and _____ ("Service Provider"), with an office and principal place of business located at _____, Ohio 43_____.

Recitals

WHEREAS, Dublin desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A - City of Dublin Streets and Utilities request for proposal for "**The 2012 Bridge Maintenance Project**" (the "Services"); and

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

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

Provisions

I. Performance of the Services. Provider shall:

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

II. Obligations of Dublin. Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.

- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on the date of execution and shall terminate on the 30th day of November, 2012, or as otherwise mutually agreed to by Dublin and the Service Provider. Dublin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

- A. Service Provider shall be compensated in an amount not to exceed _____.
- B. The Service Provider shall invoice Dublin for the work completed. All invoices must include the contract number and the purchase order number of this contract which is located in the upper right-hand corner of the first page of this document. Invoices must also include information describing the percentage of each phase of the work which has been completed, the location of the work and a summary of billings and payments made to date.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin of a partnership, association, or joint venture.

VI. Indemnification.

- A. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from negligent acts, error or omission by the Service Provider or its employees.
- B. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work

itself) including loss of use resulting therefrom, but only to the extent caused the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- B. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- C. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than One Million Dollars (\$1,000,000.00). Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- D. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract.

VIII. Right to Audit

- A. Service Provider guarantees that the individuals employed by the Service Provider in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Dublin. Dublin

maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Dublin every six (6) months. Dublin will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Dublin's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Dublin at any time subsequent to the date upon which Dublin gave notice of the preceding Form I-9 audit.

- B. The Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

Service Provider has the following identification number for income tax purposes: _____

Service Provider is subject to and responsible for all applicable federal, state, and local taxes.

Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

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

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

XII. Discrimination.

- A. No discrimination for reason of race, religion, sex, age or country of national origin shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

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

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

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

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2012.

CITY OF DUBLIN, OHIO

BY: _____
Director of Streets and Utilities

BY: _____
Marsha I. Grigsby, City Manager

SERVICE PROVIDER

BY: _____

ITS: _____

Approved as to Form:

Stephen J. Smith, Law Director

CERTIFICATION OF FUNDS

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

Angel L. Mumma
Deputy City Manager – Director of Finance

Date

Exhibit A: Scope of Work

2012 Bridge Maintenance Project Specifications

The City of Dublin Streets and Utilities Division is requesting proposals to complete cleaning and sealing of 1,320 square yards of concrete walls and sidewalks on the bridge over the Scioto River between Dublin Road and Riverside Drive. A minor quantity of cosmetic concrete repair is included in this project as well.

The 2012 Bridge Maintenance Project addresses the cleaning, patching and sealing of approximately 1,326 square yards of concrete surfaces including sidewalks, barrier walls, parapet walls, pilasters and limestone caps. Approximately 100 square feet of minor cosmetic concrete repair/patching is included in this project as well.

Work not included in this project is as follows:

1. Exterior parapet wall not reachable from sidewalk.
2. Painting of the steel bridge handrails.
3. All existing stamped concrete.
4. Bridge Deck Surface

Products & Materials:

The non epoxy sealer shall be Enviroseal 40 or an approved equal. All other manufacturers must be equal or better in performance specification. All substitutions must be submitted to the Director of Streets and Utilities or assigned designee for approval. Materials selected for sealing each type of surface shall be the product of a single manufacturer.

Concrete patch material shall be Verticoat or approved equal and must specify whether the product is designed for horizontal, vertical, or overhead patching. All materials shall be prepackaged and stored and incorporated in the work as recommended by the manufacturer. A manufacturer's representative shall be present at the job site until such a time as he and the Director of Streets and Utilities or assigned designee are sure that the Contractor is qualified in all aspects of patching concrete structures with the selected materials.

The Contractor shall submit a list to the Director or assigned designee of all materials the Contractor proposes to use in the execution of this work. Said list shall be submitted before use of any product, pursuant to the provisions of this agreement. All materials used or submitted shall be in full compliance with all federal, state, county and local agency laws, guidelines and requirements.

Preparation of Surfaces:

In preparing surfaces for sealing, all loose dirt and debris shall be removed. All surfaces to receive sealant shall be clean, dry, and dust free before application of any materials. Cleaning shall be completed with a high pressure spray and approved by the Director of Streets and Utilities or assigned designee.....

Application:

Sealer: The sealer shall be applied according to the manufacturer's recommended mode of application and under the observation of the Director or assigned designee for all surfaces involved. Surfaces subject to abrasive wear (sidewalks) shall have a minimum application rate of one gallon of sealer for each 100 square feet. **All application rates depend on the manufacturer's specifications including the rates listed below.**

Other surfaces (parapets, barriers, pilasters, and limestone caps shall have a minimum application rate of one gallon for each 150 square feet. Stone or fluted formed concrete surfaces may require additional sealer materials for coverage.

Sealer shall be applied on horizontal surfaces in a one-pass operation at the required coverage. An acceptable application procedure consists of saturating the surface and waiting a few seconds for the sealer to completely penetrate the concrete surface. The sealer shall be broomed in if recommended by the manufacturer. Sealer shall be applied on vertical surfaces to saturate the surface. The surface is saturated when runs of 6 to 12 inches develop. Apply additional passes in 10 to 15 minute intervals until the coverage rate is achieved. Sealers shall be applied with brushes or rollers if recommended by the manufacturer. After 10 to 15 minutes, squeegee off excess material on smooth finishes or dense concretes where the required coverage is not absorbed. The Contractor shall comply with the recommendations of the product manufacturer for drying time between succeeding coats.

For sealed sidewalks or other horizontal surfaces with repetitive foot traffic or vehicular traffic, integrate 1-1/2 lbs. per square yard of silica sand into the sealer application to produce a non-skid surface satisfactory to the Director. Do not apply sealer if the ambient temperature is below 40 °F (5 °C) or will fall below 32 °F (0 °C) within 12 hours after application.

A test surface must be demonstrated and approved by the Director or designee prior to utilization of the approved product.

Patch Material: Concrete patch material or trowable mortar will meet the following test requirements:

| | |
|---|-------------------|
| Compressive Strength (ASTM C 109 Modified, 50mm [2-inch cubes]) | |
| 1 DAY..... | 4000 psi (28 MPa) |
| 3 DAY..... | 5000 psi (38 MPa) |
| 7 DAY..... | 6000 psi (41 MPa) |
| 28 DAY..... | 6500 psi (45 MPa) |

| | |
|---|-------------------|
| Bond Strength (ASTM C1042@ 72 Degrees F 22 Degrees C) | |
| 1 DAY..... | 1120 psi (8 MPa) |
| 7 DAY..... | 1440 psi (9 MPa) |
| 28 DAY..... | 1760 psi (10MPa) |
| Flexural Strength ASTM C 348 | |
| 7 DAY..... | 1500 psi (10 MPa) |

The trowelable mortar material is to be prequalified prior to use. The manufacturer of the material shall submit, to the Director of Streets and utilities or assigned designee, independent certified test data showing that the material, when mixed according to the manufacturer's recommendations, meets all of the requirements of this specification.

In addition to the certified test data, submit the following items:

1. Manufacturer's technical data sheet
2. Material safety data sheet
3. 54 lb sample
4. A one liter (quart) sample of the solvent to be used for cleanup.
5. Mixing instructions

When the trowelable mortar material has been approved, further performance testing by the manufacturer will not be required unless the formulation or manufacturing process has been changed, in which case new certified test results will be required. Acceptance variances shall be established by the Laboratory. The Contractor shall furnish the Director of Streets and Utilities or assigned designee with a copy of the manufacturer's comprehensive job specific preparation, mixing and application instructions. Any significant changes to these instructions which are recommended by the representative for an unanticipated situation shall be approved by the Director prior to the adoption of such changes.

Project Conditions:

Sealer: The Contractor shall comply with manufacturer's recommendations as to environmental conditions under which sealant can be applied. Do not apply sealer in damp or rainy weather; ensure that the surface has dried thoroughly before proceeding. Do not apply finish in areas where dust is being generated. The work site(s) shall be secured and remain safe at all times.

Sealed surfaces rejected by the inspector shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of sealer shall be resprayed.

All materials shall be applied evenly with proper film thickness and free of runs, sags, skips and other defects. Hardware, hardware accessories, plates, lighting fixtures and similar items in place shall be protected prior to sealing and protection removed upon completion of each space.

Appropriate measures shall be taken to control any over spray, and to prohibit any material from entering streams and water ways.

Patched Areas: All loose, soft, honey-combed, disintegrated concrete, and 1/4 inch

(6mm) depth of sound concrete shall be removed. Where the bond between the concrete and a reinforcing bar has been destroyed, or where more than one-half of the periphery of such a bar has been exposed, the adjacent concrete shall be removed to a depth that will provide a minimum ½ inch (13mm) clearance around the bar except where other reinforcing bars make this impractical. After completion of the secondary removal operation, the Contractor shall resound the areas to ensure that only sound concrete remains.

All work shall be done in a manner that will not damage or shatter the concrete that is to remain, and will not cut, elongate or damage the reinforcing steel in any way. Concrete may be removed by chipping or hand dressing. Chipping hammers shall not be heavier than the nominal 35 pound (15.9 kg) class. Where existing reinforcing bars would be less than 1 inch (25mm) from the proposed finished surface of concrete, they shall, if practical, be driven back into recesses cut in the masonry to obtain that coverage unless otherwise approved by the Director of Streets and Utilities or assigned designee.

The mixing, proportioning, placing and curing procedures, as well as, tools, equipment, labor and materials used shall be in accordance with the manufacturer's specifications and recommendations. The finished surface of the repair area shall be flush with the surrounding area and conform to the original concrete surface.

Patches shall be cured in accordance with the manufacturer's recommendations. After curing and before final acceptance, all patches shall be sounded. All unsound or cracked patch areas shall be removed and re-patched according to this specification at the Contractor's expense.

Aerosol paint for outlining shall be provided by the Contractor. All sounding and replacement of rejected areas will be the responsibility of the contractor and included in the unit bid price for this item. Sounding and re-patching shall continue until only sound, un-cracked patches remain.

The quantity shall be the actual area of the exposed surface of all accepted patches, irrespective of depth or thickness of the patch. If the patch includes corners or edges of members, all of the exposed surfaces shall be included. The cost of all labor, equipment, incidentals and materials for sounding and patching shall be included in the unit price bid for this item.

Maintenance of Traffic: The Contractor will be responsible to provide traffic control throughout the project areas. One lane of traffic must be maintained at all times unless otherwise approved by the Director or assigned designee.

The Contractor may complete work at any time; however, at no time shall the work performed by the Contractor affect rush hour traffic. Rush hours are 6:00am-9:00am, and 4:00-7:00pm Monday through Friday.

Clean-up/Restoration of Property:

The Contractor must make considerable efforts to protect private property from damage and destruction during the cleaning, sealing and patching process. **OVERSPRAY OR SPILLAGE ONTO ADJACENT SIDEWALK, STREET, PRIVATE OR PUBLIC PROPERTY AND**

VEHICLES IS PROHIBITED. CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGES CAUSED BY OVERSPRAY OR SPILLAGE.

The Contractor will be responsible for restoration of property and surfaces damaged during the cleaning, sealing and patching process and will be responsible to correct any/all repairs at no charge to the City of Dublin. All repairs must be satisfactorily completed by the end of the project year before the final payment is made by the City of Dublin

Upon completion of the work, the Contractor will remove all equipment, excess material and debris and leave the area in a neat and orderly condition.

Protection:

The Contractor shall be responsible for protecting all newly cleaned and sealed exterior surfaces from rain and snow, condensation, contamination, dust, salt spray and freezing temperatures until paint coatings are completely dry. Curing periods shall exceed the manufacturer's recommended minimum time requirements.

The Contractor shall also be responsible for erecting barriers or screens and post signs to warn, limit or direct traffic away or around work area as required.

The Contractor shall keep traffic off the non-epoxy sealer until the sealer is dry.

Safety Precautions:

The Contractor shall follow precautions defined on the manufacturer's MSDS sheets and provide the Director or assigned designee a copy of the MSDS sheet for information before any work commences.

Protection of Adjoining Surfaces and the Public:

The Contractor shall protect the public during all operations, especially when applying sealer to the fascia or the underside portions of a bridge that spans an area used by the public. During sealing, mask off, or use other means of protection, for surfaces not being sealed. Protect asphalt and mastic type surfaces from spillage and heavy overspray. Do not apply sealers to joint sealants which have not cured according to the manufacturer's instructions. Joint sealants, traffic paints and asphalt overlays may be applied to the treated surfaces 48 hours after the sealer has been applied. Protect nearby steel, aluminum or glass surfaces when non-epoxy overspray could be deposited on those surfaces.

Environmental Requirements:

Protect plants and vegetation from overspray by covering with drop cloths.

2012 Emerald Bridge Maintenance Proposal Form

Cleaning of Concrete Surfaces: 1,326 X \$ _____ /SQ YD = \$ _____

Sealing of Concrete Surfaces (non-epoxy): 1,326 X \$ _____ /SQ YD = \$ _____

Patching of Concrete Surfaces: 100 X \$ _____ /SQ FT = \$ _____

Total for all work as specified: \$ _____

Contractor Information:

Name: _____

Address: _____

Phone: _____

Fax: _____

Cell: _____

Signature: _____

Title: _____

Field Supervisor Information (if known)

Name: _____

Phone: _____

Cell: _____