



CITY OF GAHANNA

DEPARTMENT OF PUBLIC SERVICE AND ENGINEERING

**Request for Proposal (RFP) WATER AND
SEWER UTILITY RATE STUDY**

**ISSUED ON:
May 16, 2019**

**RFPS DUE:
June 6, 2019, AT 11:00 AM
Late proposals will not be accepted.**

CONTACT:
Grant Crawford
Deputy Director of Public Service and Engineering
(614) 342-4005
grant.crawford@gahanna.gov

SECTION I. INTRODUCTION

The City of Gahanna is requesting proposals for a rate analysis of the City's water and sewer rates to meet the City's needs over the next five years, but also extending projections for the next twenty years. Sealed Bids for this service will be received by the City of Gahanna, at City Hall, 200 South Hamilton Road, Gahanna, OH 43230, until 11:00 A.M. local time on June 6, 2019, at which time the Bids received will be publicly opened and read.

Copies of this Request for Proposal are available online at <https://www.gahanna.gov/invitationtoBid/> addenda related to this procurement will be posted online to the City's website.

SECTION II. PURPOSE OF RFP

The City of Gahanna is requesting proposals from firms for a rate analysis of the City's water and sewer rates to meet the City's needs over the next five years, but also extending projections for the next twenty years.

The City is a master-meter community where water is purchased from the City of Columbus, Ohio and enters the Gahanna through 12 master-meters. Gahanna also pays the City of Columbus for sanitary sewer treatment. Gahanna does not own or operate any water or sanitary sewer treatment facilities.

Gahanna does own and maintain a water distribution system and sanitary sewer collection system serving approximately 35,700 residents through approximately 10,572 water and sanitary sewer connections. The City owns and maintains 150.80 miles of water lines, 13,184 water meters, 1 one-million gallon water tank, 6 pressure reducing valves, 2 water booster pump stations, approximately 152.24 miles of sanitary sewer lines, 3,797 manholes, and 4 sanitary sewer lift stations.

The City recently completed a water asset management plan in the fall of 2018.

Although the City conducts annual in-house reviews and service rate adjustments, it desires an outside, comprehensive review of rates, rate structures, capital replacement and expansion to establish appropriate rate levels. It is also necessary for the City to determine the appropriate level of future revenues to cover the costs associated with future maintenance needs.

SECTION III. DEFINITIONS

The following definitions shall apply to this Request for Proposal and its attachments.

Term	Definition
Proposer; Consultant	Any person or company submitting a proposal in response to this Request for Proposal
City	City of Gahanna
City Council	City Council for the City of Gahanna
Proposal	A Proposer’s document in response to City’s RFP
RFP	This Request for Proposal “Water and Sewer Utility Rate Study”
Service Department	City of Gahanna, Department of Public Service and Engineering
Successful Proposer	The proposer that is selected by the City of Gahanna through this Request for Proposal process to provide the services specified in the Scope of Services herein

SECTION IV. ATTACHMENTS

The attachments below are included with this RFP.

- Attachment A – Water and Sewer Rate Study Scope
- Attachment B – Proposal Pricing Form
- Attachment C – Reference List
- Attachment D – Sample Agreement for Professional Services

SECTION V. TIMELINE

Action	Date
RFP Release Date	May 16, 2019
Deadline for questions / clarifications	May 30, 2019
Answers to questions released	June 3, 2019 @ 11:00 a.m.
RFP Submittal Deadline	June 6, 2019 @ 11:00 a.m.
Successful Proposer Notification*	June 20, 2019
Contract Award*	August 15, 2019
Notice to Proceed*	August 16, 2019
*Tentative Dates	

SECTION VI. INSTRUCTION TO PROPOSERS

A. EXAMINATION OF PROPOSAL DOCUMENTS

Before submitting a proposal, Proposers should read this RFP carefully and inform themselves completely of all details outlined herein. The submission of a proposal shall be deemed a representation and certification by the Proposer that:

- Proposer has carefully read and fully understands the information provided by the City to serve as the basis for submission of the proposal;
- Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted;
- All information contained in the proposal is true and correct;
- Proposer guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude City from obtaining the lowest possible competitive price so that City may accomplish its goal of a sound economical operation and RFP; and
- Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, Proposer grants the City permission to make these inquiries, and Proposer will provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

B. REQUIRED PROPOSAL SUBMISSION DOCUMENTS

As a part of their proposal submission, Proposers shall submit the following documents.

Documents to Submit	Comments
Proposal Pricing Form	Must be filled out completely and signed
Reference List	Must be filled out completely
Agreement for Professional Services	Include all pages – please do not fill in blank spaces.
Addenda, if any	Must be signed

C. PROPOSAL SUBMITTAL DEADLINE AND LOCATION

Proposals are due on or before June 6, 2019, @ 11:00 a.m. Proposer shall hand deliver or mail two (2) copies of its proposal in sealed envelope(s) to:

City of Gahanna
Attn: Deputy Director of Public Service and Engineering
200 S. Hamilton Road
Gahanna, OH 43230

Sealed proposals must bear the Proposer's name and address, and be clearly marked "SEALED PROPOSAL FOR WATER AND SEWER UTILITY RATE STUDY DUE June 6, 2019 @11:00 a.m."

Late proposals will not be considered.

D. WITHDRAWAL OF PROPOSALS

Any Proposer may withdraw his or her proposal by written request, addressed to the City contact specified in Section XVI at any time prior to the Proposal Submittal Deadline.

SECTION VII. SCOPE OF SERVICES

See Attachment A for scope of services

A. Term

The successful Proposer will be awarded an agreement that shall expire upon successful completion of services.

B. Invoicing

Consultant will submit monthly invoices to: Grant Crawford, Deputy Director of Public Service and Engineering, Gahanna City Hall, 200 South Hamilton Road, Gahanna, OH 43230. A sample invoice shall be included in the submitted proposal.

C. Payment

If a contract is awarded, the method of payment to the Successful Proposer shall be based on hourly labor rates with a maximum "not to exceed" per task fee as set by the Successful Proposer in the proposal or as negotiated between the Successful Proposer and the City. Payment will be made within thirty (30) days of receipt of an accurate invoice. Payment will be made no more frequently than monthly.

D. Proposal Cost

The Consultant must complete, sign and submit Attachment B – Proposal Pricing Form with Consultant's proposal. All pricing must be all inclusive, and include all labor, materials, transportation, and other costs necessary for all tasks listed in this Scope of Services. Provision of this information assists the City in determining whether the Proposer understands the project, whether the costs are fair and reasonable in light of the services to be provided, and provides City staff with tools to negotiate the final cost.

The Consultant acknowledges that by submitting a proposal, the Consultant's proposed pricing is bound for 90 days after the Proposal Submittal Deadline.

SECTION VIII. TERMS AND CONDITIONS

A. City's Standard Terms and Conditions

The terms and conditions set forth in Attachment D - Sample Agreement for Professional Services will apply to any contract resulting from this RFP.

SECTION IX. REVIEW AND SELECTION PROCESS

A Proposer shall be considered responsive when their proposal responds to RFP specifications in all material aspects and contains no irregularities or deviations from the specifications which would affect the amount of the RFP or otherwise give the Proposer a competitive advantage. Irregularities which do not materially affect the RFP may be deemed technical defects and may be corrected after the RFP opening.

In determining whether a Proposer is responsible, the following factors shall be considered:

1. The Proposer's experience;
 2. The Proposer's financial condition;
 3. The Proposer's conduct and performance on previous contracts;
 4. The Proposer's facilities;
 5. The Proposer's management skills;
 6. The Proposer's ability to execute the contract properly;
 7. The character, integrity, reputation, judgment, experience and efficiency of the Proposer;
 8. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
 9. The ability of the Proposer to provide future maintenance and service for the use of the subject of the contract;
 10. The number and scope of conditions attached to the RFP.
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SECTION X. RIGHTS OF THE CITY

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Request for Proposals;
- Postpone contract start date for its own convenience;
- Remedy technical errors in the RFP process;
- Approve or disapprove the use of particular sub-consultants;
- Cancel the RFP and reject any and all quotations in whole or in part when it is in the best interest of the City;
- Waive informalities and irregularities in the proposals; and
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be valid or binding on the City unless and until it is executed by authorized representatives of the City and of the Proposer.

SECTION XI. PUBLIC NATURE OF PROPOSAL MATERIALS

Ownership of data, materials, and documents originated and prepared for the City pursuant to this Request for Proposal shall belong exclusively to the City and be subject to public inspection.

SECTION XII. NO COLLUSION

By submitting a proposal, each Proposer represents, warrants guarantees that the price offered has been established without collusion with other eligible proposers and without effort to preclude City from obtaining the lowest possible competitive price from a qualified proposer so that City may accomplish its goal of a sound economical operation.

SECTION XIII. FAIR DEALING/CONFLICT OF INTEREST

The Proposer warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Proposer, or any agent or representative of the Proposer to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

The Proposer warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Proposer also warrants that, to the best of its knowledge, no officer, agent or employee of the City who may participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Proposer's business.

SECTION XIV. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

SECTION XV. QUESTIONS REGARDING THE RFP

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions regarding this RFP must be put in writing and received by the City contact person identified in Section XVI no later than March 18, 2019. Inquiries received after the date and time stated will not be accepted.

Any interpretations or corrections of the RFP will only be made by an addendum posted online to the City's website. Such addendum shall be considered a part of the RFP and must be signed and submitted with the proposal.

Oral interpretations or clarifications will be without legal effect.

SECTION XVI. CONTACT PERSON

Inquiries relating to this RFP and/or the required services should be directed to:

Grant Crawford
Deputy Director of Public Service and Engineering
200 South Hamilton Road
Gahanna, OH 43230
Phone: 614-342-4005
Email: grant.crawford@gahanna.gov

PLEASE SUBMIT ALL PAGES OF THE RFP AS IT RELATES TO THIS PROPOSAL, PLEASE TURN IN ALL PAGES.

ATTACHMENT A- Water and Sewer Rate Study Scope

Basic Gahanna Utility Rate Information:

WATER RATES

The City has established a water rate designed to raise sufficient revenue to pay the cost of operating the City's water system. That includes the cost of purchasing water for human consumption from the City of Columbus; the maintenance, repair, replacement, and operation of all water distribution lines, equipment and facilities owned and operated by the City; related accounting, administration and overhead costs; payments of all necessary debt service; and maintenance of necessary reserves for repair and replacement of water facilities.

Customers are billed quarterly for actual consumption, rounded to the nearest thousand gallons.

SANITARY SEWER RATES

The City has established a sanitary sewer service rate designed to raise sufficient revenue to pay the cost of operating the City's sanitary sewer collection system. That includes the cost of sewage treatment paid to the City of Columbus; the maintenance, repair, replacement, and operation of all sanitary sewer lines, service equipment and facilities owned and operated by the City; related accounting, administration and overhead costs; payments of all necessary debt service and; and maintenance of necessary reserves for repair and replacement of sanitary sewer facilities.

Customers are billed quarterly based upon the actual volumes of water consumed, rounded to the nearest thousand gallons. If a customer owns a sewer deduct meter, the volume from the deduct meter is deducted from the water volume for purposes of calculating the sanitary sewer charge.

IMPACT FEES

At the time of application for water and/or sewer service connection, the applicant shall pay a capacity fee based upon water meter size. All such funds collected as impact fees are kept in a fund to be used only for capital improvement projects that expand capacity of the water and sewer systems, including, but not limited to: new water lines, upsizing existing water lines, installing booster pumps, or installing loops to increase water pressure or security of the system, new sewer lines, upsizing existing sewer lines, removing or replacing sewer lift stations, or upgrading sewer lift stations.

REVENUE TRANSFER INFORMATION

The Gahanna utility billing division is located in Gahanna City Hall. 6.5% of anticipated revenues for the water, sanitary, and stormwater utilities are required to be paid to the City of Gahanna's General Fund each year. These payments are to cover facility and office support expenses that are utility related but not directly paid by the utilities. This rule has been in place for decades.

Study Objectives:

The Service Department is looking to meet the following objectives through this study:

1. Create a 10-year financial plan model for the potable water and wastewater services that projects each service's revenues, operations and maintenance costs, capital improvement costs, reserve funding and debt service costs.
2. A cost of service analysis for each service that fairly and equitably distributes costs across customer classes.
3. Potable water and wastewater facilities and capacity fees that represent new development's share of capital costs required to accommodate their addition to the respective systems.
4. An evaluation of impacts or required changes to water and wastewater rates for inclusion in current rates and/or for consideration in future rate changes.
5. An evaluation of actual costs to cover facility and office support expenses that are utility related but not directly paid by the utilities. Determine the proper percentage that should be transferred to the General Fund from the water, sanitary, and stormwater utilities.

Scope of Services

The below scope of services includes the major tasks required to complete the study. Proposers should include any recommended additional tasks they believe are required to meet the objectives defined above and the reasoning behind such an approach.

Task 1. - In-person kick off meeting, data list request

- a) Conduct an in-person kick-off meeting with City staff to discuss project priorities, data needs, and the project schedule. Consultant will also need to prepare a data request list that will be discussed during the meeting.

Task 2. – Cost Service Analysis for facility and office support expenses

- a) Evaluate the actual costs to cover facility and office support expenses that are utility related but not directly paid by the utilities. Determine the proper percentage that should be transferred to the General Fund from the water, sanitary, and stormwater utilities.
- b) .

Task 3. - Draft and Final 10-Year Financial Plan Model

- c) Develop a 10-year financial risk based analysis model and capital improvement plan for the potable water and wastewater services that determines the revenue requirements based on projected revenues, operating and maintenance expenditures including capital improvements, debt service coverage, and adequate reserve funding.

Task 4. - Cost service analysis by customer class

- a) Prepare a cost of service analysis that fairly and equitably allocates costs to customer classes while adequately funding revenue requirements including operations and maintenance, capital improvements, and debt service.
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Task 5. - Comparative rate analysis to neighboring utilities

- a) Provide general discussion on current policies and trends related to payment options, deposit amounts, connections, disconnects, etc., in comparison to other water service utilities.
- b) Review miscellaneous fees to assure they are reasonable and not outdated.
- c) Provide a comparative analysis that illustrates how Gahanna's rates compare in cost to neighboring utilities. At a minimum, this list should include Westerville, New Albany, Whitehall, Grove City, Upper Arlington, Dublin, Hilliard, Reynoldsburg, Obetz, Bexley, Jefferson Water/Sewer District, and Columbus (inside City rates).

Task 6. - Recommend rate and fee structures

- a) Review existing revenues, compare to expenses and determine if there are any deficiencies in the current rate structure. Determine the required rates to meet expenses, capital and funding costs for future needs of the system.
- b) Review the funding requirements for capital equipment replacement and recommend a prudent reserve policy for operations, capital replacement and emergencies.
- c) Provide an electronic document in a format that is acceptable to the City that can be edited annually with current data over the next ten (10) years that will calculate future year rate needs.

Task 7. - Review impacts of projected new development and redevelopment

- a) Review impacts of projected new development and redevelopment on rates. As part of this review, the proposer should differentiate capital costs associated with rehabilitation/replacement of existing utilities from capital costs for improvements required for expansion of service as a result of new development.

Task 8. - Draft and final reports-document of record

- a) Prepare draft and final reports that summarize the results and recommendations of the study and serve as a document of record. Draft and final deliverables shall be made available in Word, Excel, and PDF file formats. Word and Excel formats shall be editable by City Staff.

Task 9. - Conduct rate workshops

- a) Conduct rate workshops with staff as necessary for completion of this task.

Task 10. - Present to City Council at a public hearing

- a) Present the study to City Council and the public. If requested by the City, conduct a minimum of two community meetings to inform the public of any rate changes.

Task 11. - Additional tasks, meetings and/or webinars deemed necessary

- a) The scope should include any additional meetings or webinars that the proposer believes necessary to ensure that the City is well informed as to the status of the project and to discuss major milestones of the project.
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ATTACHMENT B - PROPOSAL PRICING FORM

Proposer should provide a not-to-exceed amount per task, to be based on hourly labor rates. The not-to-exceed amount determination should be all inclusive and include any incidental costs such as materials, printing, and transportation fees.

Task	Task Description in Brief	Fee	Estimated Time to Complete Task
1.	In-person kick off meeting, data list request		
2.	Cost Service Analysis for facility and office support expenses		
3.	Draft and Final 10-Year Financial Plan Model		
4.	Cost service analysis by customer class		
5.	Comparative rate analysis to neighboring utilities		
6.	Recommend rate and fee structures		
7.	Review impacts of projected new development and redevelopment		
8.	Draft and final reports-document of record		
9.	Conduct rate workshops		
10.	Present to City Council at a public hearing		
11.	Additional tasks, meetings and/or webinars deemed necessary		
	Total		

Please submit your hourly labor rate schedule by classification.
Please submit your travel rates, if applicable.

This proposal is binding upon the undersigned for 90 days after the Proposal Submittal Deadline.

COMPANY: _____

ADDRESS: _____

DIR NUMBER: _____

CONTACT PERSON: _____

TELEPHONE: _____

SIGNATURES FOR PROPOSER:

If INDIVIDUAL, Sign Below

If CORPORATION, Sign Below
(Show Names of Non-signing Officers)

Signature Date

A CORPORATION

Post Office Address

Name of State Where Chartered

Signature Date

If PARTNERSHIP, Sign Below
(Show Names of Non-signing Partners)

PRESIDENT Date

Name of Partners

SECRETARY Date

Signature Date

TREASURER Date

Post Office Address

Post Office Address

AFTER SIGNING, PLEASE SUBMIT ALL PAGES OF THIS PROPOSAL PRICING FORM, INCLUDING THE SIGNATURE PAGES. AS IT RELATES TO THIS PROPOSAL, PLEASE TURN IN ALL PAGES.

ATTACHMENT C – REFERENCE LIST

Please list three (3) public agency clients, along with a very brief description of the work, which the City may contact regarding the Consultant's work performance.

REFERENCE # 1

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

REFERENCE # 2

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

REFERENCE # 3

AGENCY / CITY NAME:	
DEPARTMENT:	
CONTACT PERSON:	
TELEPHONE:	
EMAIL ADDRESS:	
DOLLAR VALUE OF AGREEMENT:	
DATE RANGE OF AGREEMENT:	
NATURE OF WORK PERFORMED:	

AFTER COMPLETING, PLEASE SUBMIT ALL PAGES OF THIS REFERENCE LIST. AS IT RELATES TO THIS PROPOSAL, PLEASE TURN IN ALL PAGES.

ATTACHMENT D – AGREEMENT FOR PROFESSIONAL SERVICES

(Insert Name of Consultant)

THIS AGREEMENT is made and entered into as of the _____ day of

_____, 201_, by and between the CITY OF GAHANNA, a charter city and
municipal corporation of the State of Ohio ("City"), and

("Consultant").

RECITALS

- A. City requires the professional services of a _____.
- B. Consultant has the necessary experience in providing professional services and advice.
- C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.
- D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. City shall have the right to modify the scope of work to delete tasks in whole or in part.
2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and shall expire upon completion of performance of Services hereunder by Consultant.

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to use its best professional efforts to meet the schedule. City understands that Consultant's performance must be governed by sound practices.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City shall pay to Consultant an amount not to exceed _____ Dollars (\$) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

6.1 An application for payment form must be submitted to City which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 Consultant shall maintain adequate records and shall permit inspection and audit by City of Consultant's charges under this Contract. Consultant shall make such records available to City during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to City and any specified public agencies. Such records shall be maintained by Consultant for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws.

6.3. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement shall not be considered employees of City for any purposes.

8. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

10. Indemnification. Consultant will defend, indemnify and hold harmless City and its officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the Services, caused in whole or in part by the willful misconduct or any negligent act or omission of the Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of City.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

The parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

11. Insurance. Consultant shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII".

11.1 Coverages and Limits. Consultant, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

11.1.1 Commercial General Liability Insurance. Consultant shall maintain occurrence based coverage with limits not less than \$1,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

11.1.2 Business Automobile Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

11.1.3 Workers' Compensation Insurance. Consultant shall maintain coverage as required by law. The Workers' Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

11.1.4 Employer's Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

11.1.5 Professional Liability Insurance. Consultant shall maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

11.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

11.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of the City. In no event shall Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

11.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

11.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

12. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

13. Ownership of Documents. Any reports and other material prepared by or on behalf of Consultant under this Agreement (collectively, the "Documents") shall be and remain the property of Consultant. City may request copies of such Documents, and to the extent Consultant agrees to provide copies of such Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

14. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

15. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:

Robert Priestas
Director of Public Service and Engineering
200 South Hamilton Road
Gahanna, OH 43230
Phone: 614-342-4005

For Consultant:

Name
Title_
Address

Phone No.

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. Conflict of Interest. Consultant, for Consultant and on behalf of Consultant's agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that shall be affected by this Agreement or, alternatively, that Consultant shall file with City an affidavit disclosing this interest.

17. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant's Services with all applicable laws, ordinances and regulations.

18. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If City decides to abandon or postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Either Party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

Within 10 days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make a determination of final payment based upon the value of the work product delivered to City and the percentage of the services performed.

20. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

21. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution.
22. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in Franklin County, State of Ohio, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.
23. Successors and Assigns. It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of City, which will not be unreasonably withheld.
24. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.
25. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

CITY: City of Gahanna
200 South Hamilton Road
Gahanna, OH 43230

By: _____
Thomas R. Kneeland, Mayor

ATTEST:

Dottie Franey, City Administrator

CONSULTANT: [NAME]
[ADDRESS]

*By: _____

**By:

Printed Name:

Printed Name:

Title:

Title:

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**

Chairman,
President, **or**
Vice-President

****Group B.**

Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES

Itemized List of what Consultant will do for City and at what price and schedule.

EXHIBIT "B"

COMPENSATION

Itemized List of what Consultant will do for City and at what price and schedule.