

damage to property of third persons in the minimum amount of \$1,000,000.00 per occurrence with the City of Piqua as an additional named insured.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE. THE CITY OF PIQUA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY IRREGULARITIES IN A BID, OR TO ACCEPT THE BID OR BIDS WHICH THE JUDGMENT OF PROPER OFFICIALS, IS TO THE BEST INTEREST OF THE CITY. THE CITY OF PIQUA RESERVES THE RIGHT TO ACCEPT A PART OR PARTS OF A BID UNLESS OTHERWISE RESTRICTED IN THE BID.

All waste disposal costs are included in this quotation regardless of F.O.B. designation.

Bidding Company: _____

Cash Discount Allowed: _____ % 10th Proximo.
Leave blank if your terms are Net 30 days.

Address: _____

City _____ State _____ Zip Code _____

By: _____
Name and Title (please print or type)

Prices quoted will remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Signature: _____

Phone No.: _____ /Fax No.: _____

Fed. I.D. No.: _____

E-Mail Address: _____

Standard Terms and Conditions

1. BILLING: All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. INVOICE: Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.
3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. TAXES: The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. CANCELLATION: The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill you contractual obligations with respect to timeliness, quality and/or any other reason.
8. DEFAULT PROVISIONS: In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.

9. NO VERBAL AGREEMENTS: The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua.
10. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. INSPECTION: The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. WARRANTY: You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
13. RISK OF LOSS: Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. SAVE HARMLESS: You shall indemnify and hold the City of Piqua, its agents, consignees, employees, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.
15. INSURANCE: If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
16. SPECIFICATIONS CONFIDENTIAL: Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this purchase order shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The City of Piqua shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Piqua or a party duly authorized by the City of Piqua). Upon the City of Piqua's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Piqua.
17. EXAMINATION OF PREMISES: If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
18. CLEANING OF PREMISES: If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.

19. **EQUAL EMPLOYMENT OPPORTUNITY:**
- (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.
23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.

CITY OF PIQUA, OHIO

ADDENDUM No. 1 TO IFB # 1005

ASBESTOS ABATEMENT

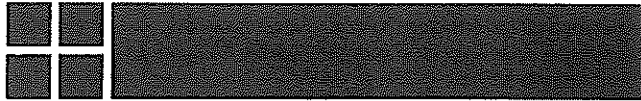
Dated: February 18, 2010

The City of Piqua is notifying all potential bidders that the scope of work has changed slightly. Please see the attached letter from our asbestos consultant, Burgess & Niple, regarding additional asbestos which must be abated from the property located at 400 E. Ash St., Piqua, Ohio. This additional work must be included in your bid price on page one of the bid document.

Property Address	Linear/Square feet	Type of Material
400 E. Ash St.	100 ln. ft.	Duct wrap

Vendor Signature

This signed document must be submitted with your bid in response to our IFB # 1005 Asbestos Abatement to acknowledge your receipt of this information. As stated on the IFB, your bid is due by 2/24/10 at 2:00 p.m.



BURGESS & NIPLE

Mr. Bob Graeser
City of Piqua
201 West Water Street
Piqua, OH

-Re- Asbestos Survey
400 East Ash Street

February 17, 2010

Burgess & Niple, Inc.
5085 Reed Road
Columbus, OH 43220
614 459.2050
Fax 614 451.1385

Dear Mr. Graeser;

This letter is in response to our phone conversation today concerning a question that was raised during the pre-bid walk-through. The question concerned Sample WP-8. This sample was collected from the lower half of the first floor bathroom wall. The sample indicated that the drywall was non-detected for asbestos but a gray fibrous material was positive. Based on abatement contractors taking a closer look at the drywall system, the gray fibrous material is adhered to the heat duct behind the drywall, not part of the drywall.

This material is classified as regulated asbestos containing materials (friable) and will require abatement prior to the demolition of the structure. To abate this material, the abatement contractor will have to remove the drywall carefully so as not to disturb the duct liner and then remove the asbestos containing material. Since this material is on the duct behind the wall, other ducts within the building may also have this same material. This material was not on the ducts in the basement. If the vertical ducts contain this wrap, then there could be approximately 100 linear feet of the material on the duct runs (5 vertical runs at 20 feet each). This quantity needs to be added to the 10 day Notification Form in the Pipes (lf) and RACM to be removed box. I would leave the quantity of surfacing material at 300 square feet in case the material has become attached to the drywall, thus making the drywall asbestos containing material. This 300 square feet also includes the flooring that was identified as positive (friable) and will require abatement.

Hope this clarifies the sample report.

Let me know if you have any questions.

Respectfully,

Richard G. Fitch, AICP
ES31249

Bidder's List for IFB #1005 (updated 2/22/10):

1. Eyler Asbestos
21 ½ W. George St.
P.O. Box 398
Arcanum, OH 45304
937-692-5941
2. Allied Environmental Services, Inc.
1867 S. Dixie Highway
Lima, OH 45804
419-227-4004
3. Cripple Creek Construction, Inc.
3367 Ferry Rd.
Bellbrook, OH 45305
937-848-9831
4. Interdyne Corporation
931 N. Jefferson St.
Lima, OH 45801
419-229-8192
5. Zeigler Environmental Solutions, Inc.
2400 Central Ave.
Middletown, OH 45044
513-424-0069
6. LVI Environmental Services, Inc.
11480 Enterprise Park Dr.
Cincinnati, OH 45241
513-874-4737
7. Alloyd Asbestos Abatement Company
5734 Webster St.
Dayton, OH 45413
937-890-6222
8. FAB 3D Design Inc.
2782 Rushland Dr.
Kettering, OH 45419
937-298-2454
9. Catherine Gootee
CST/MARCOR/Nuprecon
cgootee@marcor.com
410-546-2502
10. North American Environmental
Services LLC
939 King Ave.
Columbus, OH 43212
Patrick Gulla, 614-487-1109
gullanaes@sbcglobal.net