

CITY OF PIQUA, OHIO

**Purchasing Department
201 W. Water St.
Piqua, Oh 45356**

Date March 12, 2010

For further information contact:
Bev Yount/Purchasing
Phone: 937-778-4002
Email:byount@piquaoh.org

Your sealed, written bid is requested for: LIME RESIDUAL HAULING AND DISPOSAL SERVICES per the included bid form.

Sealed bids must be received in the Purchasing Office no later than: 2:00 PM on Friday, April 2, 2010

Envelopes shall be plainly marked "IFB 1010 Lime Residual Services" on the outside, lower left-hand corner of envelope.

User Agency: Water Department

This bid is to establish a price agreement for Lime Residual Hauling and Disposal Services per the attached specifications and bid document. Prices shall remain firm from May 1, 2010 through December 31, 2012.

For additional information on the subject contact: Don Freisthler, Water System Superintendent
(937) 778-2090 or dfreisthler@piquaoh.org

For additional information on the bid contact: Bev Yount, Purchasing Analyst
(937) 778-4002 or byount@piquaoh.org

Please submit signed original bid and one (1) copy of the Bid.

Bidder is requested to use the City's bid form that is enclosed, as none other will be accepted.

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope.

All federal, state, and local laws regarding competitive bidding, anti competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

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. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list.

We are not permitted to accept telephone bids or fax bids.

BID
to the
City of Piqua, Ohio
Purchasing Department

Reply To

I.F.B. No.: 1010

No Later Than: **2:00 P.M. 4-2-10**

The undersigned proposes and agrees to furnish any or all items bid and to deliver them to the specific destination at the prices stated herein.

NOTE: The following are **DELIVERED** prices.

DESCRIPTION

Bid to cover loading, hauling and disposal of lime residual, in accordance with the attached specifications, from May 1, 2010 through December 31, 2012.

Hauling and disposal of lime residual in 2010	\$ _____ /dry ton
Hauling and disposal of lime residual in 2011	\$ _____ /dry ton
Hauling and disposal of lime residual in 2012	\$ _____ /dry ton

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.

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

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

Delivery will be made within _____ calendar days after receipt of order.

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

Bidding Company: _____

Address: _____

City State Zip Code

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

Signature: _____

Phone No.: _____ /Fax No.: _____

Fed. I.D. No.: _____

E-mail address: _____

City of Piqua

Lime Sludge Lagoon Cleaning Specifications

The City of Piqua's Water Treatment Plant utilizes lime/soda ash in its treatment process as a settling aid and for partial softening. The byproduct is a lime sludge slurry that is physically pumped from the grounds of the Water Treatment Plant to the Lime Sludge Lagoon (the lime sludge located on Piqua – Lockington Road). The lagoon is accessible via gravel driveway with lockable gates.

1. Scope of Work

- 1.1 The purpose of this project is to remove the lime sludge from the water treatment plant's lime sludge lagoon by means of pumping techniques to restore storage capacity, and to fulfill this goal efficiently and neatly, without interfering with the water treatment plant, transport routes, or disposal site operation. The contractor must utilize a method of removal acceptable to the City of Piqua, State of Ohio EPA, State of Ohio Department of Agriculture, or any other local, state or federal agency.
- 1.2 The work to be performed under this contract shall include furnishing all of the necessary labor; disposal costs (fees) if applicable; the appropriate equipment involved in the removal of water treatment lime sludge from the Owner's lime sludge lagoon; and the restoration of all facilities and grounds involved in this cleaning procedure to approximate pre-project conditions.
- 1.3 The Contractor shall provide how many years they have been engaged in the contracting business under their present firm or trade name. The Contractor will also provide a list of three (3) other projects of this nature that they have completed in the past five (5) years, along with: date of project, owner, phone number and address to contact responsible party, and size/type of project. Additional references and information shall be supplied by Contractor, upon request of the Owner in reviewing of Contractor's Submittal. The Contractor shall provide work start date.
- 1.4 Contractor shall be advised that the actual dry tonnage may vary in proportion to the moisture content of the semi-solid sludge and the amount of dilution/handling of the sludge by the Contractor.
- 1.5 The present condition of the sludge shall be adequately examined by the Contractor to his satisfaction before bidding. All contractors are encouraged to visit the site. To schedule a site visit, please contact Don Freisthler, Water System Superintendent, at 937-778-2090.
- 1.6 The lime sludge is a byproduct generated by the excess lime/soda ash water softening process used by the Water Treatment Plant. **The successful bidder must obtain the appropriate liming license from the Ohio Department of Agriculture, as required by Ohio Revised Code 905, and submit a copy of such license to the city prior to any lime sludge being removed from the site.** The Contractor shall provide the Owner and any property owners where the material is applied with all necessary information, lime sediment analysis, soils tests of disposal sites, detailed disposal site maps, and complete application records, etc., required by Ohio EPA, the Ohio Department of Agriculture, The Indiana Department of Environmental Management (If

Applicable), and assist the City of Piqua in obtaining any required permit or approval for the disposal of the lime sediment. The Contractor further agrees to supply any such reports to Ohio Department of Agriculture as may be required.

- 1.7 Should the Owner and/or the successful bidder determine that partial/full cleaning of the lime sludge lagoon is not in the best interest of the Owner, the successful bidder will notify the Owner immediately and the Owner reserves the right-without penalty or further liability-to stop or alter the sedimentation removal program.
- 1.8 The Owner promotes lime disposal practices which utilizes the spent lime in an environmentally sound and beneficial manner. As part of the submittal, bidders are instructed to submit a plan with the bid that discusses the method of disposal and highlights beneficial applications. Such applications include, but are not limited to: land application, land renovation, and land filling.
- 1.9 The Contractor is responsible for establishing disposal sites for lime sediment under this contract. If the contractor intends to stockpile the material, the site will have to be approved by the Owner prior to disposal. As part of the submittal, bidders are to submit a plan detailing the intended disposal method. The Contractor is to make all arrangements with property owners and/or tenants for the application of said sediment in a safe and lawful manner. The Contractor shall assume all responsibilities for proper and lawful disposal and application of the lime sludge.

The disposal sites and application rates for spreading the lime shall be by mutual agreement between the Contractor and the land owner. The Contractor shall provide the City a copy of such signed agreement, which will stipulate that the City is held harmless from any damages, which might occur as a result of the spreading or stockpiling of the lime sludge. If the lime sludge is transferred in the field from a haul truck to a spreader, permission must be obtained from: 1. The County Engineer or the State Highway Patrol if the transfer is to be made within the road right of way, or 2. the land owner if the transfer is to be made on the owner's land.

2. General Conditions

- 2.1 Removal. Removal shall be accomplished using pumping equipment which will not degrade the levees, side slopes, drives, or bottom of the lagoon. **Portable pumping extraction equipment placement into the lagoon proper shall be limited to no more than two (2) distinct locations. Sludge shall be physically or hydraulically moved toward the sludge pumping extraction equipment.** Other appropriate equipment shall be permitted only upon written request and authorization by the Owner. The removal of sludge and a smoothing of the lagoon bottom upon completion of the removal operation shall meet Owner's approval before restoration is begun.

The Contractor shall confer with the Water System Superintendent to determine what material is to be removed and disposed of.

Important Note: It should be noted that lime sludge would continue to be discharged from the Water Treatment Plant into the lime sludge lagoon on a daily basis during the sludge removal process. The Contractor shall consider any measures necessary to continue the sludge removal process during the pumping process.

- 2.2 Preservation. The integrity of the lagoon's topography (levees, side slopes, drives, or bottom of the lagoon) shall be maintained at all times during the removal operation. The Contractor shall be responsible for the complete restoration of all disturbed site topography to the original pre-contract condition.
- 2.3 Transportation. The Contractor shall have sufficient and adequate equipment to pump, load, transport and dispose of the lime sediment in accordance with the terms, conditions and provisions of this contract. The Contractor shall submit a list of the equipment they intend to use to execute this contract with the bid documents. Sludge shall be placed into vehicles suitably equipped to handle the material without leakage. Any vehicle which is not sealed or self-contained shall immediately be removed from this job by the Contractor, or immediately upon notification by Owner. Vehicles shall also be kept clean and free of mud, gravel, or debris (including sludge) that might be deposited along transportation routes. Enclosed body-tank trucks are preferred to reduce spillage and tracking. Special attention by the Contractor is required to maintain the clean and dust-free conditions possible along all transportation routes. If required, the contractor shall submit a map of the specific truck route that he intends to use for hauling under his proposal. The type of truck shall be considered in the review and approval of any route(s). Truck routes shall meet all applicable regulations. Approval of a route by the Owner in no way relieves the contractor of compliance with all traffic and highway codes, regulations, postings, etc.
- 2.4 Restoration. The entire site shall be restored by the Contractor to conditions pre-existing the start of work. Drives shall be regarded with crushed aggregate and compacted, the material and depth approved by the Owner; and all slopes dressed to meet existing contours after being filled, leveled, and compacted. The Contractor shall be solely responsible for repairing and/or replacing those portions of the lagoon bottom, levees, or drives which are degraded, disturbed or excavated during sludge removal.
- 2.5 Environmental. Contractor shall conduct his/her on-site operation on the Owner's property in a safe and environmentally controlled manner. Refueling of haul trucks is permissible only if spillage of fuel is prevented. Major repairs of equipment shall not occur on Owner's property. Leakage of equipment fluids will not be permitted or tolerated on the Owner's site. Contractor shall immediately remove any and all soils and materials that become contaminated and shall be replaced with like-kind soils and materials at no additional cost to the Owner.
- 2.6 Costs/Suspension of Work. Any type of clean-up, monitoring, surveillance, or restoration costs incurred by Owner shall be deducted from the final payment and/or retainage at a rate of 1.5 times the cost incurred by the Owner. Work shall be suspended by Owner for failure to fully comply with these specifications, with no payment awarded to Contractor. Equipment and/or conduct deemed unsuitable by the Owner shall cease immediately upon notification. Any remedial directives given by Owner shall be immediately implemented by Contractor at no cost to Owner.

The Owner reserves the right without penalty or further liability to stop or alter the sedimentation removal program at any time if Owner determines that the Contractor's operations are inadequate, unacceptable, in violation of these Contract Documents or Ohio law, or if so ordered or directed by the Ohio EPA.

- 2.7** Access to Site. Contractor shall maintain unimpeded access to the gravel pit pumping facility at all times, and to all other areas on-site at the lime sludge lagoon as deemed necessary. Contractor shall be issued one (1) key to access the driveway gate. If the key is lost or damaged, the Contractor shall be assessed a replacement charge of \$100.00. The key must be returned to the Owner when the project is complete and all of the Contractor's equipment has been removed from the site. If Contractor personnel leave the site unattended for more than 15 minutes, the gate shall be closed and locked. The Contractor shall promptly report to the water plant staff of any entry onto Owner's property of any person(s) or vehicle not performing work for the Contractor.
- 2.8** Safety Compliance. It shall be the sole responsibility of the Contractor to keep and maintain the work site in a safe and orderly manner. The Contractor shall submit a written safety plan with the bid documents. The written safety plan shall be kept at all removal and disposal locations and in all vehicles used on this project. The Contractor shall, at their expense, provide for such safety equipment as is needed for compliance with the existing Occupational Safety and Health Act (OSHA). Penalties for violation of the safety act shall be the full responsibility of the Contractor.
- 2.9** Workmanship/Workers. The Contractor shall execute this contract in a neat, professional, safe and orderly manner. At no time shall the execution of this contract disrupt or interfere with the normal daily operation of the Water Treatment Plant. No situation will be allowed to exist which poses a hazard to, or interferes with, water plant operations or personnel. No situations or conditions which exhibit a lack of quality /workmanship shall be permitted or allowed to exist.

All project workmanship shall be subject to the inspection and approval of the Owner, and all deficiencies or irregularities will be corrected immediately and as directed by same.

The Contractor shall keep at his work, during its progress, a competent supervisor and any necessary assistants, all satisfactory to the Owner. The Supervisor shall not be changed except with the consent of the Owner, unless he ceases to be employed. The Supervisor shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor. Both the lime sludge lagoon and the disposal site(s) shall be adequately supervised throughout the entire execution of the project. The Owner shall not be responsible for the acts, omissions, or errors of the Supervisor, his/her Assistants, or the Contractor.

All workmen must have sufficient skill and experience to properly perform the work assigned to them. The Owner may require the Contractor to remove employees from the project who are not performing as quality, knowledgeable and competent workmen. Workers shall conduct themselves properly and in a courteous manner when dealing with members of the Owner's staff and the public. Contractor shall provide suitable sanitary facilities for his/her employees and subcontractors.

All bidders must submit a list of all subcontractors to be used on this project. Subcontractors shall meet with the approval of the Owner, and shall not be replaced or substituted without also being approved in writing by the Owner. The Owner also reserves the right to reject any proposed subcontractor found to be unsuitable during the execution of the project.

- 2.10** Hours of Operation. All work shall be performed during daylight hours. The Water Treatment plant will be notified daily prior to the removal of sludge at 937-778-2090. No work may take place from 5:00 p.m. on Fridays to 7:00 a.m. on Mondays, nor on Holidays during the work period, without prior approval from the Owner.

- 2.11 Record Keeping.** The Contractor must keep and complete all records throughout this project. Two complete legible copies of these records shall be delivered to the Owner upon its request and approved before final payment is made. Copies of the weekly reports shall be given to the Water Plant Superintendent each work week throughout the project for review. The weekly reports must contain the following items: Name and Location of disposal site, date, time, and tons taken to each disposal site, as well as the driver's name. The final dry tonnage will be determined after representative samples have been analyzed by the lab.
- 2.12 Measure of Amount Removed.** The quantities of sludge to be paid for under this contract shall be the calculated number of dry tons of sludge removed from the City's lime sludge lagoon in accordance with the specifications herein and measured for payment as specified.

The contractor shall obtain one representative grab sample from each sludge load removed. All grab samples for that day shall be composited into one sample for dry weight determination.

The Owner requires that the actual wet tons being hauled to the disposal site need to be checked on a certified scale. The costs of the weighing shall be at the Contractor's expense.

Calculation of dry solids shall be by the following formula:

CAKE SLUDGE

$$\text{DRY TONS} = \frac{\text{Wet lbs. Removed} \times \% \text{ Solids} \times \text{Sp.Gr. (1.05)}}{2000}$$

Solids Determination: The value for % solids will be determined by the Owner's lab or by a certified testing laboratory. This is at no cost to the Contractor.

- 2.13 Payment & Retainage.** A purchase order will be issued each year to the selected contractor and payments will not go over the amount listed on the purchase order for any given year. Any costs that exceed the original purchase order amount will be the responsibility of the Contractor. No request for additional payment will be considered. All partial pay requests shall be completed by submitting an invoice and a copy of all records including: Name and Location of disposal site, date, time, and tons taken to each disposal site. Also, the Driver's name and certified weight tickets for the time period invoiced must be attached. The City shall withhold as retainage 10% of each pay request. Following completion of the contract and final inspection, all retainage shall be returned to the Contractor only after the City is satisfied that all restoration work is complete. All partial pay requests shall be signed by the Contractor. All pay requests shall be forwarded to:

City of Piqua
Finance Department
201 W. Water Street
Piqua, Ohio 45356

The Owner will not establish an escrow account for the purpose of accruing interest on retainage. Retainage returned to the Contractor will not include interest.

All work covered by partial pay request shall become the sole property of the Owner. This provision shall not be construed as relieving the Contractor of the responsibility for the care and

protection of the work which payment has been made or the restoration or any damaged work, or as a waiver of the right of the Owner to require fulfillment of all terms of this contract.

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen mechanics, material suppliers, and furnishers of machinery and equipment and parts thereof for the performance of the work. The Contractor, at the Owner's request, shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the Owner may, after notifying the Contractor, withhold the retainage deemed reasonably sufficient to pay any and all such claims until satisfactory evidence is furnished to the Owner.

In no event shall the provisions of this be construed to impose any obligations upon the Owner to either the Contractor's Surety or third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor, and the Owner shall not be liable to the Contractor or any such payment made in good faith.

- 2.14** Weather Delays. Alleged delays as a result of extraordinary weather shall be brought to the attention of the Owner within fourteen (14) days of the occurrence. Contract time extension shall only be considered if the Contractor can supply documentation from reliable sources, such as The National Weather Service, to show the occurrence should be considered extraordinary. Once begun, work shall progress on-site in a continuous fashion, without unnecessary or unreasonable downtime or absences of the Contractor.
- 2.15** Final Completion Date. The final completion date for the project is December 1st of each year (including all site remediation).
- 2.16** Right to use Additional Sludge Removal Contractors. The Owner has the right to retain the services of additional lime sludge contractors to remove lime sludge from the Owner's site as deemed necessary by the Owner.

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 your 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 sole 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 document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City's consent that the information to be released is disclosable and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.
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.