

**SERVICE AGREEMENT BETWEEN
THE CITY OF COLUMBUS
AND
CITY OF GAHANNA
FOR SNOW AND ICE REMOVAL SERVICES
FOR THE 2017-2018 SEASON**

This Contract for snow and ice removal services is entered into by and between the City of Gahanna (herein referred to as the "Contractor"), and the City of Columbus, Department of Public Service (herein referred to as the "City").

WITNESSETH:

WHEREAS, the City has a need for snow and ice removal services; and

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

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

ENTIRE AGREEMENT

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

1. Contract Term

The term of this Contract shall be from October 15, 2017 to April 15, 2018. This Contract shall not automatically renew.

2. Maximum Obligation

The amount to be paid under the purchase order associated with this Contract shall be **\$7,379.60** unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

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

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

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 Any and all verbal representations are superseded by this Contract.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

4. **Equal Opportunity Clause**

The Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract.

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

Tierra Palmer, of the Department of Public Service, will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

CITY

Tierra Palmer
Department of Public Service
Office of Support Services
50 W. Gay Street, 5th Floor
Columbus, Ohio 43215
(614) 645-7348
tlpalmer@columbus.gov

CONTRACTOR

Dottie Franey
City of Gahanna
Service Department
200 S. Hamilton Road
Gahanna, Ohio 43230
(614) 342-4005
dottie.franey@gahanna.gov

6. **Applicable Law, Remedies**

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

7. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges including lane miles serviced and rate per lane mile (as described in Exhibit A) and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and the Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

The Contractor shall invoice the City after the service period and between April 15, 2018, and May 15, 2018.

Invoices: All invoices shall be submitted to:

Melvin Slusher
Department of Public Service
Office of Support Services
50 W. Gay Street, 5th Floor
Columbus, Ohio 43215

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

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

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

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

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

12. **Save Harmless**
The Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors.

13. **Severability**
 If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.
14. **Assignment**
 This Contract may not be assigned, subcontracted, or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.
15. **Authority to Bind**
 The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.
16. **Worker's Compensation**
 The Contractor shall comply with all Workers' Compensation laws of the State of Ohio, if applicable. **Proof of coverage shall be attached to this Contract as EXHIBIT B.**
17. **Insurance**
 The Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) and Comprehensive Automobile Liability Insurance naming the City as an additional insured. **The Contractor must attach a copy of the Certificate of Insurance to this Contract as EXHIBIT C:**
- | | | | |
|---------------------------------|-------------|-----------------------------------|-------------|
| Bodily Injury Liability: | | Property Damage Liability: | |
| Each Person | \$ 500,000 | Each Accident | \$ 500,000 |
| Each Accident | \$1,000,000 | All Accidents | \$1,000,000 |
|
 | | | |
| Automobile Liability: | | | |
| Each Accident | \$1,000,000 | | |
18. **Attachments**
 18.1 Exhibit A – Scope of Services
 18.2 Exhibit B – Workers' Compensation Certificate
 18.3 Exhibit C – Certificate of Liability Insurance Certificate or Affidavit of Self-Insurance

[Remainder of Page Intentionally Left Blank]

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

CITY OF COLUMBUS

Jennifer Gallagher
Director of Public Service

Date

APPROVED AS TO FORM:

Richard C. Pfeiffer, Jr.
City Attorney

CONTRACTOR

Thomas Kneeland
Mayor

Date

EXHIBIT A – SCOPE OF SERVICES

SECTION 1: CONTACTS

City of Columbus, Department of Public Service
 Division of Infrastructure Management
 50 W. Gay St.
 Columbus, OH 43215

Contact: Rodney Sparks
 Work: 614-645-6325
 Cell: 614-774-0811
 Email: rwsparks@columbus.gov

City of Gahanna
 200 S. Hamilton Rd.
 Gahanna, OH 43230

Contact: Russ Simms
 Work: 614-342-4425
 Cell: 614-452-0625
 Email: Russ.Sims@gahanna.gov

SECTION 2: SCOPE

2.1 RESPONSIBILITIES

City of Gahanna shall provide all personnel, insurance, equipment, fuel, and materials necessary to perform the appropriate snow and ice control services. These services will be equal in quality to those services provided within the municipalities' own areas of responsibility, and will be provided at the same time as, or immediately after the completion of the municipalities own routes. Both parties agree to maintain an open line of communication between each of the parties, particularly in reference to the commencement and completion of snow and ice control services. It is agreed that each party shall do its best to provide prompt, efficient, and courteous service to our citizens.

2.2 LIMITS

City of Gahanna shall remove snow and treat ice at the following locations:

<u>Area of Responsibility</u>	<u>Limit From</u>	<u>To Limit</u>	<u>Lane Miles</u>
Morrison Rd	S. Gahanna Corp	Olde Morrison Rd	0.52
Westbourne Avenue	Olde Morrison Road	Taylor Station Road	1.25
Taylor Station Road	Westbourne Avenue	S. Gahanna Corp	1.15
S. Hamilton Road	S. Gahanna Corp	N. Whitehall Corp	3.37
Wendler Blvd	Hines Road (N. Gahanna Corp)	Stygler Road N	1.59
Stygler Road N	N Gahanna Corp	Morse Road	1.83
		TOTAL	9.71

A 'lane mile' is equal to the number of miles from one point to the other, multiplied by the number of lanes. A map depicting the aforementioned lane miles is attached hereto.

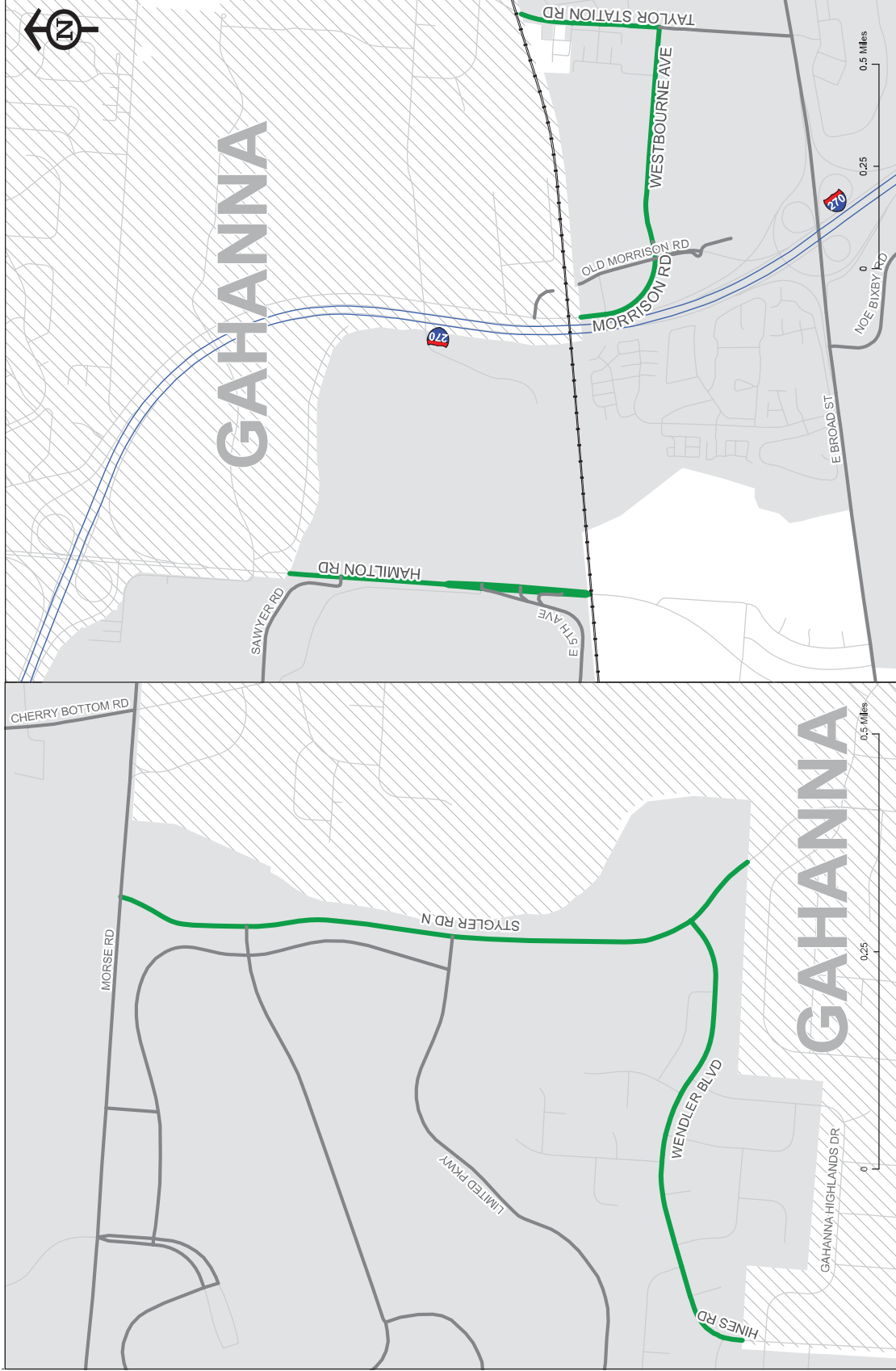
2.3 COST

Cost Per Lane Mile: \$760.00 Per Lane Mile Per Season

Total Cost: 9.71 Lane Miles x \$760.00 = \$7,379.60

[SNOW & ICE] MAINTENANCE AGREEMENTS

GAHANNA



Updated: July 2017

— Gahanna for Columbus

■ Columbus

■ Gahanna



ATTACH WORKERS' COMPENSATION CERTIFICATE



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Governor **John R. Kasich**
Administrator/CEO **Sarah D. Morrison**

www.bwc.ohio.gov
1-800-644-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Sec. 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies of the certificate (without any alterations or changes) as required.

Policy Number and Employer Name 20005698 CITY OF GAHANNA HR DEPT 200 S HAMILTON RD GAHANNA, OH 43230-2919	Period Specified Below March 01, 2017 to March 01, 2018
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Sub(s):

20005698-000 CITY OF GAHANNA

BWCJT0128A00914230200

THIS IS TO CERTIFY that on date hereof the above named employer having met the requirements provided in the Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

Sarah D. Morrison
Administrator/CEO

BWC-7201
SI-1

ATTACH CERTIFICATE OF LIABILITY INSURANCE



GAHANNA-01

D1RSIMBECK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2017

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

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


PRODUCER License # 954553 AssuredPartners of Ohio, LLC 3900 Kinross Lakes Parkway #300 Richfield, OH 44286	CONTACT NAME: PHONE (A/C, No, Ext): (800) 860-0090	FAX (A/C, No): (440) 356-2126
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Ohio Municipal Joint Self-Insurance Pool	
INSURED City of Gahanna 200 South Hamilton Road Gahanna, OH 43230	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	NAIC #	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cov C=Claims Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		OML001395305.17	04/01/2017	04/01/2018	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 0
							PRODUCTS - COMP/OP AGG	\$ 0
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OML001395305.17	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
O.M.J.S.I.P.=Ohio Municipal Joint Self-Insurance Pool City of Columbus, Department of Public Service, is named as additional insured in regards to snow and ice removal contracting services per the 2017 service agreement with the City of Gahanna.

CERTIFICATE HOLDER City of Columbus Department of Public Service 50 W. Gay Street Columbus, OH 43215	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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