

**SERVICE AGREEMENT BETWEEN
THE CITY OF COLUMBUS
AND
CITY OF GAHANNA
FOR SNOW AND ICE REMOVAL SERVICES
FOR THE 2016-2017 SEASON**

This Contract for snow and ice removal services is entered into by and between the City of Gahanna (herein referred to as "Contractor"), and the City of Columbus, Department of Public Service (herein referred to as "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, 2016 to April 15, 2017. 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 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 Any and all verbal representations are superseded by this Contract.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 Contractor.

4. **Equal Opportunity Clause**

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 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, 2017, and May 15, 2017.

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

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 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.

17. **Insurance/Indemnity**

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. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT B:**

Bodily Injury Liability:

Each Person \$ 500,000
Each Accident \$1,000,000

Property Damage Liability:

Each Accident \$ 500,000
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 – Insurance Certificate

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

CITY OF COLUMBUS

APPROVED AS TO FORM:

Jennifer Gallagher
Director of Public Service

Richard C. Pfeiffer, Jr.
City Attorney

Date

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: rwparks@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.

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

ATTACH CERTIFICATE OF INSURANCE