

**INDEPENDENT SNOW / ICE REMOVAL CONTRACT
FOR SERVICES UNDER \$50,000**

*** ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF
CITY ATTORNEY APPROVAL. ***

This Contract for snow plowing, snow excavation/removal, and/or salt/sand application services is entered into by and between [REDACTED], 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 plowing, snow excavation/removal, and/or salt/sand application 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 [REDACTED]. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed [REDACTED] 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 Any and all verbal representations are superseded by this Contract.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 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or a subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. The Contractor will be provided an exemption certificate, if needed.

6. Contract Administrator/Contract Administration

Kimberly Howe, 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: Kimberly Howe
Contract Manager
Department of Public Service
Office of Support Services
111 N. Front Street, 4th Floor
Columbus, Ohio 43215
kahowe@columbus.gov

Contractor: _____
Name

Street Address

City/State/Zip

Email

Phone

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither the Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG.

8. **Applicable Law, Remedies**

This Contract shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. 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 Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the Contract and the Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent debarment.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the receipt of a correct invoice, which designates the specific applicable charges, by the City and (2) issuance of a certified purchase order by the City. 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.

Invoices: All invoices shall be submitted to:

Kimberly Howe
Department of Public Service
Office of Support Services
111 N. Front Street, 4th Floor
Columbus, Ohio 43215
kahowe@columbus.gov

10. 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.

11. 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.

12. 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.

13. 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.

14. 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. The City will not indemnify the Contractor and is prohibited from doing so.

15. 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.

16. Assignment

This Contract may not be assigned 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.

17. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. Workers' Compensation

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. Insurance/Indemnity

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:

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

The declarations page shall list all equipment covered by the policy.

20. Campaign Contributions

The Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this Contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this Contract and for one year thereafter.

21. City Income Taxes

The Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

22. Attachments

- 22.1 Contract Signature Affidavit, if applicable
- 22.2 Exhibit A – Scope of Services
- 22.3 Exhibit B – Workers' Compensation Certificate
- 22.4 Exhibit C – Certificate of Liability Insurance, with the City named as an additional insured
- 22.5 Exhibit D – OPERS Independent Contractors Form, if applicable

[Remainder of Page Intentionally Left Blank]

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

EXHIBITS A, B AND C MUST BE ATTACHED HERETO (and D, if applicable).

***ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL. ***

CITY OF COLUMBUS

Kelly B. Scocco
Director of Public Service

Date

CONTRACTOR

Signature

Please list remit address below:

Printed Name

Title

Federal ID Number

Date

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EXHIBIT A – SCOPE OF SERVICES

OVERVIEW

The City of Columbus, Department of Public Service, is responsible for snow removal from City streets. This year, the City seeks to engage independent contractors for the provision of snow removal and deicing on an on-call, as-needed basis to supplement City crews on residential streets. Residential streets generally have speed limits of 25 miles-per-hour, carry little to no through movement, have lower traffic volumes, and have a primary purpose of providing access to abutting property. While it is anticipated that only residential streets will be plowed by contractors, other street types may also be plowed by contractors if the City has a need for assistance and the contractor is willing to do so.

Deployment of independent contractors to assist in City snow removal and deicing operations is dependent on the contractors' equipment and staffing capabilities; the City's preference is for fully staffed equipment that can be used for every event. The specifications that follow are intended to generally describe the nature of the work to be performed and the standards of performance to which each contractor (the "Contractor") will be held.

PERIOD OF SERVICE

The City anticipates any resulting service contract will be a seasonal agreement inclusive of the period commencing December 1, 2026, and concluding April 30, 2027 (the "Snow Season").

STANDARD OF PERFORMANCE

The Contractor and its staff are expected to perform services under this contract with the same diligence as used on its other contracts. Contractor and staff will act in a professional and courteous manner when encountering or interacting with City staff and the general public. The City reserves the right to reject the use of a Contractor or any of its staff due to uncourteous or inappropriate behavior or for incompetence or insubordination. The City further reserves the right to reject the use of any Contractor equipment on the basis of suitability or safety.

COMPENSATION

Rates

Interested parties will list rates on the Snow and Ice Control Questionnaire. The City may accept the listed rates or negotiate the rates. Hourly rates will be paid as agreed upon. The Contractor should note that hourly rates are to be inclusive of all costs, including usage of equipment, labor, fuel, maintenance, mileage, internal dry runs, orientation, training, etc. The City will compensate the Contractor for any City-specific training required. In-service time will be tracked from the time the Contractor reports to the designated location to begin a shift until they complete the work and report back to the designated location. The City reserves the right to redirect the Contractor from one location to another during the active shift. Travel to or from a Contractor's home base to the designated reporting location will not be compensated.

Guaranteed Minimum Payment

The guaranteed minimum payment is intended to offset the costs associated with the mobilization of equipment and operators by the Contractor in response to service request(s) from the City. The Contractor will state on the Snow and Ice Control Questionnaire the total guaranteed minimum payment expected to be received if the City contracts with the Contractor to perform services for the 2026/2027 season. The terms of the guaranteed minimum payment will be agreed upon after negotiations are

complete and contained within the scope of the contract document.

In general:

- The City will prepay the guaranteed minimum payment in three equal installments. The first installment will be paid following the execution of the service contract between the City and the Contractor, with the second and third installments in January and March, respectively.
- The Contractor will keep the guaranteed minimum payment even if the Contractor is not contacted to perform services.
- The Contractor will not be paid for services until services provided exceed the guaranteed minimum payment amount paid at that time. Invoices will be deducted from the amount prepaid to the Contractor until the total invoice amounts exceed the guaranteed minimum payment. The Contractor will receive additional payment from the City for services rendered in excess of the guaranteed minimum payment.
- Contractors that fail to provide snow plowing services when contacted by the City will be required to return the unearned guaranteed minimum payment. Failure to return this portion of the guaranteed minimum payment when services are requested by the City, but services are not provided, will constitute a breach of contract and may result in contract termination and/or legal action.

OPERATIONAL SERVICES

The City seeks to retain the services of the Contractor on an on-call, as-needed basis during inclement weather to plow snow from and deice City residential streets. The Contractor must be capable of providing the equipment, supervision, and labor necessary to perform the required operational services. The City will, at its sole discretion, determine when and how, if at all, to utilize the Contractor in City snow removal and deicing operations.

When requested, the Contractor will plow and/or salt designated local streets to remove snow to make roadways passable for vehicular travel. Snow removal will be performed in a manner which maintains visibility at intersections and avoids blocking or pushing snow into or onto private property or other public property not owned by the City. The City will provide specific instructions regarding full width or partial width plowing based on the specifics of the storm event and operations at that time. In the event full width plowing is required, the Contractor must plow the entire width of each street from the adjacent intersection, clearing snow from curb to curb where possible. If the Contractor is unable to plow a street from curb to curb due to a portion of the street being obstructed by vehicles, debris, or other objects, the Contractor is expected to make its best effort to clear the area around said obstruction(s) to ensure the largest possible portion of the street is cleared and passable.

City operations are managed from 5 different locations in Columbus. The City will make every effort to assign a Contractor to locations near the Contractor's preferred areas but cannot guarantee that locations within or near the preferred area will be available and/or assigned.

Deicing services may be needed whenever freezing temperatures exist or are predicted. The Contractor may be asked to apply sand, salt, brine, or another deicing agent ("City spreading materials") to local streets if any of the Contractor's vehicles are equipped to do so. All spreading materials will be provided by the City. When directed by the City, the Contractor shall perform deicing services immediately following snow removal to prevent further snow, frost, and ice build-up on cleared roadways. The unauthorized use of City spreading materials for any other purpose than application on local roadways as directed by the City is prohibited and will constitute a breach of contract and may result in contract termination and/or legal action.

The City will provide the Contractor with a cell phone or smart tablet equipped with an app that will enable the City to track the progress of the work for internal and external sharing and data tracking purposes. The Contractor will be required to utilize this app to ensure proper data tracking is maintained.

Under no circumstance will the Contractor permit any of its operators to work more than 16 hours in a 24-hour period. After 16 hours of work, a minimum downtime of 8 hours is required before an operator may return to service. Additionally, under no circumstances will the Contractor be permitted to complete private work when operators and equipment are assigned to an active role for the City.

EQUIPMENT REQUIREMENTS

The Contractor will list on the Snow and Ice Control Questionnaire the type of equipment anticipated to be available to perform snow plowing services for the City under this contract. All equipment used by the Contractor will be of a sufficient type, capacity and quantity to safely and efficiently perform the required work and will comply with all applicable safety standards promulgated by the local, state, and federal government. Equipment is subject to inspection by the City. Additionally, all vehicles used in connection with the contract must be properly registered and insured. If the Contractor provides equipment other than that which is solely owned by the Contractor, doing so will not relieve the Contractor of any requirements stated herein. The Contractor is responsible for fueling its equipment and performing any maintenance or repairs necessary to keep its equipment in operable condition. The Contractor also is responsible for the security of its equipment at all times. Equipment may not be stored on City property during the snow season, but the City will coordinate with the Contractor to stage equipment at an outpost immediately prior to a storm event. The Contractor must affix a magnetic sign or window cling, provided by the City, to their vehicle stating they are a contractor for the City of Columbus.

PERSONNEL REQUIREMENTS

All operators must:

- 1) Be 18 years of age or older
- 2) Be directly employed by the Contractor
- 3) Have sufficient skill and experience to perform the work assigned to them
- 4) Possess all licenses, permits, and qualifications legally required to perform the work
- 5) Be able to read English and understand maps and emergency road procedures
- 6) Be able to communicate in and understand instructions provided in English
- 7) Have a working cell phone available for maintaining contact with City personnel during snow and ice removal operations. This is in addition to the cell phone or smart tablet provided by the City to track progress. The City reserves the right to issue a spare radio to the operator for communications in lieu of using a cell phone; the radio remains property of the City and must be returned at the conclusion of the operators shift.

The use of an operator not meeting the above requirements will constitute a breach of contract and may result in contract termination and/or legal action.

The City reserves the right to conduct background checks on any potential operator provided by the Contractor; this includes checking all driving records. Additionally, the Contractor may provide additional operators during the term of the contract, and the City will expedite reviews as quickly as possible. Approval of potential operators will take a minimum of 7 days. If the Contractor fails to provide an approved operator when services are requested by the City, lack of service will constitute a breach of contract and may result in contract termination and/or legal action.

Under no circumstances is the Contractor or any of its operators permitted to transport private or underage passengers in vehicles used during the performance of operational services for the City.

Additionally, neither the Contractor nor any of its operators may work while under the influence of alcohol, illegal drugs, or any medications capable of causing impairment. If the Contractor or an operator is found to be impaired, the City will prevent the Contractor or the operator from starting work or direct the Contractor or the operator to stop working immediately. The use of impaired personnel will constitute a breach of contract and may result in contract termination and/or legal action.

CONTRACTOR ORIENTATION, TRAINING, DRY RUNS

The Contractor will attend a mandatory orientation meeting prior to performing any operational services for the City. The City will establish the date, time, and place of the meeting and provide notice of the meeting to the Contractor at least two weeks in advance. The City reserves the right to require additional training and completion of dry runs of potential routes. Failure of the Contractor, or representative, to attend the orientation meeting, attend training, or complete dry runs will constitute a breach of contract and may result in contract termination and/or legal action. Contractors are strongly encouraged to bring staff that will be performing the work to this meeting. Compensation for orientation, training and/or dry runs will be paid at rates established in the contract.

SERVICE REQUEST AND MOBILIZATION

The Contractor will designate one or more individuals to act on its behalf as the point(s) of contact for communication with the City and provide written notice to the City of the name and pertinent contact information, including a working telephone number, for the designated contact person(s). The City will use that information to request operational services from the Contractor when the need arises (the "service request"). The Contractor, and its operators, will have 4 hours, or other time as agreed upon when the service request is made, to report to the designated reporting location fully prepared to render assistance to the City. Failure of the Contractor to respond to a service request will constitute a breach of contract and may result in contract termination and/or legal action.

CORRECTING DEFICIENT PERFORMANCE

The City may inspect the work performed by the Contractor to determine if the work has been completed in accordance with the specifications set forth herein. The expectation is that all operational services performed by the Contractor will be performed to meeting the City's expectations. The Contractor is required to correct any deficiencies reported to or observed by the City at no additional cost to the City within 6 hours of the City giving notice of the deficient work to the Contractor. Nothing in the service contract will be construed as to require the City to pay the Contractor for any deficient work or work not completed in accordance with the agreed upon terms and conditions of the service contract. Failure of the Contractor to correct any deficient work after receiving notice of the same will constitute a breach of contract and may result in contract termination and/or legal action.

NON-PERFORMANCE

Not precluding any provision that would require contract termination by the City, the following actions constitute non-performance and a breach of contract, and may result in contract termination and/or legal action by the City and require the Contractor to return the unused portion of the guaranteed minimum payment:

1. The Contractor fails to provide the necessary equipment and operators as required in these specifications.

2. The Contractor fails to respond to or does not accept multiple service requests from the City.
3. The Contractor fails to show to the reporting location within the required timeframe following receipt of a service request from the City.
4. The Contractor fails to perform operational services in accordance with these specifications.

In the event(s) of non-performance by a Contractor, the City will request those services from another contractor.

ACCIDENT REPORTING

The Contractor is required to immediately report to the appropriate authorities any accidents they are involved in during performance of operational duties for the City, regardless of severity. Call for emergency assistance, if necessary. The Contractor also is required to report the accident to the City as soon as possible thereafter.

The Contractor must submit any written report of any accident they are involved in during Contractor or operator performance of operational services for the City, regardless of severity. A copy of any warning, ticket, or citation issued by responding authorities must be given to appropriate City personnel within 48 hours.

The City is not liable for any injury or property damage that occurs in the course of the Contractor providing operational services pursuant to the service contract.

CONTRACT COMPLIANCE

All Contractors who are party to a contract as defined in Columbus City Code 3901.01 must register with the City and hold a valid contract compliance certification number before a contract can be executed. Contractors not already registered with the City, or those that need to verify registration has not expired, must go to Vendor Services at <http://vendorservices.columbus.gov/> to register or verify registration status.

Vendor Services contact information:

Email: vendorservices@columbus.gov

Phone: 614-645-8315

ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions may be added as the program is being finalized. These additional terms and conditions will be ready prior to contract execution and will be agreed to by both parties before being made a part of the contract. A contract example with standard City terms and conditions and applicable workers' compensation and liability insurance requirements is included, starting on the next page.