

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into and effective on this ___ day of _____, 2013("Effective Date") by and between the City of Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at 5200 Emerald Parkway, Dublin, Ohio 43017 and _____ ("Service Provider"), with an office and principal place of business located at _____, Ohio 43_____.

Recitals

WHEREAS, Dublin desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A - "City of Dublin Streets and Utilities request for proposals for Street Sweeping 2013" (the "Services"); and

WHEREAS, Services Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. Give prompt notice to Dublin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- C. Remit to Dublin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Provider shall be entitled to retain copies for Provider's files.

II. Obligations of Dublin. Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.

- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on the __ day of _____, 2013 and shall terminate on the 31st day of December, 2013, or as otherwise mutually agreed to by Dublin and the Service Provider. Dublin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

- A. Service Provider shall be compensated in an amount not to exceed _____. (Refer to Exhibit A, City of Dublin Streets and Utilities Request for Proposal for Street Sweeping 2013).
- B. The Service Provider shall invoice Dublin for each street sweeping session (to be completed four times in 2013). All invoices must include the contract number and the purchase order number of this contract which is located in the upper right-hand corner of the first page of this document. Invoices must also include information describing the percentage of each phase of the work which has been completed, the location of the work and a summary of billings and payments made to date.

V. Relationship of the Parties.

The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin of a partnership, association, or joint venture.

VI. Indemnification.

- A. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from negligent acts, error or omission by the Service Provider or its employees.
- B. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its

officers, officials, employees or any combination thereof, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, including those claims, damages, losses and expenses that are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused by the acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage, loss or expense is caused in whole or in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- B. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- C. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than One Million Dollars (\$1,000,000.00). Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- D. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract.

VIII. Right to Audit

- A. Service Provider guarantees that the individuals employed by the Service Provider in any capacity, including but not limited to, employees, subcontractors and

independent contractors, are authorized to work in the United States. The Service Provider represents that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Dublin. Dublin maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Dublin every six (6) months. Dublin will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Dublin's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Dublin at any time subsequent to the date upon which Dublin gave notice of the preceding Form I-9 audit.

- B. The Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- Service Provider has the following identification number for income tax purposes: _____.
- Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

- X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

- XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

XII. Discrimination.

- A. No discrimination for reason of race, religion, sex, age or country of national origin shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

XIV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2013.

CITY OF DUBLIN, OHIO

BY: _____
William D. Grubaugh, Jr.,
Acting Director of Streets and Utilities

BY: _____
Marsha I. Grigsby, City Manager

SERVICE PROVIDER

BY: _____

ITS: _____

Approved as to Form:

Stephen J. Smith, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Angel L. Mumma
Deputy City Manager – Director of Finance

Date

EXHIBIT A

City of Dublin Streets and Utilities Request for Proposals for Street Sweeping 2013

General Specifications:

The City of Dublin Streets and Utilities Division is requesting proposals to complete street sweeping during 2013. Street sweeping will be completed on all roadways within residential districts and only curbed roadways in commercial districts. In addition, some parking lot and Historic Dublin sweeping will be necessary.

Street sweeping shall consist of cleaning the roadways from curb to curb including center lanes, inside curbs, outside curbs, and turn lanes. Intersections and places in the roadways where debris is deposited due to traffic patterns will also be cleaned. Water shall be used in all street sweeping operations to wet the road prior to cleaning. Prices will be based on a unit cost of one lane mile. For example, a two lane road that is one mile long will be two lane miles. A four lane road that is two miles long will be considered eight lane miles.

The equipment utilized to sweep the roads and parking lots must be equipped with curb brushes as well as main brushes or other systems/devices to insure debris is removed from all paved surfaces. The equipment must have legal markings to warn other roadway users of a slow moving vehicle. Strobes, beacons, and flashing lights must be visible from all directions. An arrow board must be utilized when required by traffic control standards and/or the City of Dublin traffic control policies.

Proposal Process:

- The Contractor will submit the information requested in the Proposal form attached to this Request for Proposals, along with any other information requested herein.
- This proposal form must be faxed or mailed to:
William D. Grubaugh, Jr., Acting Director of Streets and Utilities,
6555 Shier Rings Road, Dublin, Ohio 43016
Fax Number: 614 761-6512
- Proposals must be submitted by 4:00 p.m. on April 2, 2013.
- The Proposal shall be prepared and submitted in accordance with these instructions. Any omission or limitation to the Proposal may be sufficient grounds for non-acceptance of the response, at the sole discretion of City.
- By submitting its Proposal, the Contractor agrees that the Dublin's determination of which Proposal best serves the interest of Dublin shall be final and conclusive, and that if the Contractor or any person on its behalf challenges such determination in any legal proceeding, the Contractor will indemnify and hold Dublin and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by Dublin, its employees, or agents that arise out of or are related to such challenge.
- Acceptance or Rejection of Proposal
The City reserves the right to accept or reject any or all Proposals received as a result of this request. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any Proposal. Additionally, the City reserves

the right to request additional information from the Contractor at the City's discretion. The City may, for any reason, decide not to award an agreement as a result of this Proposal. The City reserves the right to cancel this RFP. The City shall not be obligated to respond to any responses submitted, nor be legally bound in any manner by the submission of the Proposal.

- The Contractor awarded this work must enter into an official contract to complete the work listed in these specifications. A copy of this agreement is included in this document for review purposes only.

Safety Considerations:

The Contractor shall be responsible at all times to conduct the work and keep the work site in compliance with federal, state and local safety laws and regulations, including, but not limited to Occupational Safety and Health Administration (OSHA) requirements.

The Contractor shall adhere to the requirements for maintaining traffic as indicated in the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways," and the City of Dublin Work Zone Traffic Control Program, latest revision(s). In addition, all personnel must have appropriate clothing such as orange safety vests or shirts with safety reflective materials.

Barricades and Warning Signs: The Contractor will be required to provide, erect, maintain (in proper position, clean, legible and good working condition) and remove all lights, signs, barricades and all other traffic control devices necessary to the maintenance of traffic. All traffic control devices shall conform to Part 7 of the OMUTCD for Streets and Highways as amended, as required under Ohio Revised Code Section 4511.09.

Property, Auto and Damage Liability and Insurance:

- The Contractor shall secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- The Contractor shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.
- The Contractor shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than One Million Dollars (\$1,000,000.00). Dublin shall be held harmless for any damage to the Contractor's property and/or equipment during the course of performance under the Contract.
- The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing

that the Contractor is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Contractor for the work performed under the provision of this contract.

Street Specifications:

The roadways to be swept equal approximately four hundred ninety-four (494) lane miles. In the event a Contractor requires exact measurements, the Contractor is responsible for measuring the streets. The lane miles listed were derived from Dublin's GIS system and are believed to be accurate.

There may be some small areas to be cleaned that are not included. These areas will be added based on the unit per lane mile cost. The addition of these areas will not significantly change the scope of work listed above.

All streets will be cleaned four times during 2013. Some streets will be cleaned more than four times to prepare for special events that occur in Dublin. **All cost proposals shall be based on cleaning the streets four times during 2013 based on four hundred ninety-four (494) lane miles each sweep.** Additional work will be based on per unit lane mile costs and added to the scope of work on an as needed basis.

Street sweeping debris shall be dumped at the Dublin Maintenance Complex (6351 Shier-Rings Road). The City will be responsible for the removal of debris at no cost to the Contractor.

Water shall be provided at no cost to the Contractor. The water hydrants are located at 6351 Shier Rings Road. In the event the Contractor wishes to obtain water at other locations using different fire hydrants, the Contractor must obtain permits from the City of Dublin and the City of Columbus. There are fees associated with these permits which will not be waived; therefore, the fees shall be included in the lump sum proposal. Current fees for City of Dublin hydrant permits are \$105.00 for 30 days. The City of Columbus permit includes a \$25.00 fee and an additional \$50.00 per day water usage fee.

All street cleaning in commercial areas and/or primary roadways shall be completed between 10:00 pm and 6:00 am Monday through Saturday and shall be scheduled in cooperation with the City of Dublin Division of Streets and Utilities. Although some areas must be swept on specific days, most areas shall be scheduled to be swept within a two-week block of time, four times a year. Residential sweeping shall be completed between 7:00 am and 7:00 pm Monday through Friday.

Parking Lot Specifications:

Parking lot cleaning will occur following and/or prior to City sponsored special events such as the Fourth of July celebration and the Dublin Irish Festival. The exact parking lots to be cleaned are not known at this time; however, the lots are privately owned parking lots that are utilized for public parking during these events. Examples could include: Dublin Coffman High School, Ashland, Inc., Dublin Municipal pools, Verizon, Cardinal Health, etc. These parking lots will be cleaned when necessary and upon the City's request. Cost will be based

on a per unit basis of 1000 square feet. Size of parking lots will be determined using the City's GIS mapping system. Parking lot cleaning shall consist of a sweep of the entire parking lot including all inside curb corners, around light poles (and any obstructions), and entrances/exits. The expectation is that all paved surfaces will be cleaned. In the event there is space between parking blocks and the edge of pavement, the expectation is that the paved surface will be cleaned to the parking blocks.

Quality of Work and Payment Information:

At the conclusion of work, the Contractor shall notify the Division of Streets and Utilities the work has been completed. Within 72 hours, a Streets and Utilities Operations Administrator shall inspect completed work and communicate by email and phone any unsatisfactory work. Within 48 hours of sending the email, the contractor must return and correct the problem. Failure to do so within 48 hours (excluding Sunday) will result in no payment for that area of work. Unit costs will be utilized to determine value of work resulting in no payment by the City of Dublin.

The Contractor shall invoice the City of Dublin for work performed four times during 2013 – one for each cleaning of all areas listed above. Additional billing may be necessary for parking lots depending on the timing of the cleaning. Payment shall be issued for all satisfactorily completed work within 30 days of receiving the invoice.

The Contractor's proposal shall include a complete experience record and professional references for prior work completed with similar scopes of work.

Documentation Required of the Contractor:

The contractor is required to complete forms documenting work completed each day. These forms include the name of the street, date, time-in, time-out and comments. At the close of each day's work, contractor shall email or fax the completed forms to the City of Dublin contract administrator.

Proposal Form

City of Dublin Streets and Utilities Request for Proposal for Street Sweeping 2013

Street Sweeping:

Price per lane mile per cleaning: _____

Total price – all lane miles – four sweeps: _____

Parking Lots:

Price for 1000 square feet per cleaning: _____

Contractor Information:

Field Supervisor Information (if known):

Name: _____

Name: _____

Address: _____

Phone: _____
Cell: _____

Phone: _____

Fax: _____

Cell: _____

Signature: _____

Title: _____

Date: _____

**This proposal form must be faxed or mailed to:
William D. Grubaugh, Jr., Acting Director of Streets and Utilities,
6555 Shier Rings Road, Dublin, Ohio 43016
Fax Number: 614 761-6512**

Proposal must be received by: April 2, 2013 4:00 PM