



To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager *Dana L. McDaniel*

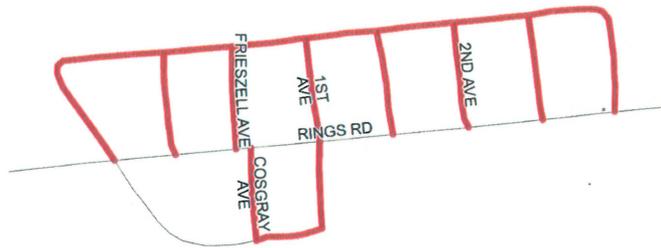
Date: November 12, 2015

Initiated By: Megan D. O'Callaghan, P.E., Director of Public Works

Re: Resolution 81-15 - Authorizing the City Manager to enter into a Service Agreement with Washington Township for Snow and Ice Removal Services for the Amlin Alleys

Background

Washington Township ("Township") is transitioning to a contracted services based model for services on township roadways. After reviewing contracting options, the Township believes that the City of Dublin ("Dublin") has the experience, labor, and equipment that can best serve the snow and ice control needs at the following locations referred to as the "Amlin Alleys."



Dublin and Washington Township staffs have collaborated on a service agreement whereby Dublin will perform snow and ice removal services on these 0.5 lane miles of alleys. In accordance with the terms of the agreement, Dublin will provide all personnel, equipment, fuel, and materials necessary to perform the appropriate snow and ice removal services. The alleys are classified as Priority 3 streets and will be serviced at the same time, and in the same manner, as Dublin's own Priority 3 streets. Priority 3 streets include residential streets, courts, cul-de-sacs and alleys and are serviced once Priority 1 and Priority 2 streets are cleared.

Dublin will invoice the cost of work performed on these roadways, including labor, equipment, and materials. The term of the contract will be from November 15, 2015 to April 30, 2016 with an option to extend the contract for a maximum of two years, in one-year increments.

The Township will notify the residents along these roadways of the change of service provider in advance of the upcoming winter season.

Recommendation

Staff recommends approval of Resolution 81-15, authorizing the City Manager to enter into a service agreement with Washington Township for snow and ice removal services for the Amlin Alleys.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 81-15

Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH WASHINGTON TOWNSHIP FOR SNOW AND ICE REMOVAL SERVICES FOR THE AMLIN ALLEYS

WHEREAS, the Washington Township has a need for snow and ice removal services on township roadways; and

WHEREAS, the Washington Township desires to contract with the City of Dublin ("Dublin") for snow and ice removal services for the alleyways located in Amlin; and

WHEREAS, Dublin is able to perform such snow and ice removal services; and

WHEREAS, Dublin desires to execute an agreement in a substantially similar form to the attached Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring, that:

Section 1. Dublin City Council authorizes the City Manager to execute an agreement in a substantially similar form to the attached Exhibit "A" with Washington Township, Ohio for snow and ice removal services.

Section 2. This Resolution shall be effective immediately upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2015

Mayor – Presiding Officer

Attest:

Clerk of Council

**SERVICE AGREEMENT BETWEEN
WASHINGTON TOWNSHIP
AND
THE CITY OF DUBLIN
FOR SNOW AND ICE REMOVAL SERVICES
FOR THE 2015-2016 SEASON**

This Agreement for snow and ice removal services, pursuant to Resolution No. 81-15, passed the _____ day of _____, 2015, made and entered into this _____ day of _____, 2015, by and between Washington Township, State of Ohio, acting by and through its Township Administrator, hereinafter designated the "Township", and The City of Dublin, State of Ohio, hereinafter designated the "City"; and

WITNESSETH

WHEREAS, the Township has a need for snow and ice removal services on township roadways; and

WHEREAS, the City has the necessary experience, labor, and equipment to provide said services; 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. This Agreement contains the entire agreement and understanding between the Township and City 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 November 15, 2015, to April 30, 2016 ("Service Period") with an option to extend the Contract for a maximum of two years, in one-year increments. Said extension shall be mutually agreed upon by both parties and confirmed by letter. This Contract shall not automatically renew.

2. Maximum Obligation

The maximum amount to be paid under the purchase order associated with this Contract shall not exceed \$10,000.00.

3. Pricing and Scope of Services

The City agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A***, 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 City for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the Township from the City, and shall supersede any terms and conditions which may accompany City'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 City.

4. Contract Administration

Sara Ott, Township Administrator, will manage the Contract on behalf of the Township and will be the principal point of contact for the Township concerning the City'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:

Township

Sara Ott
Township Administrator
Washington Township
6200 Eiterman Road
Dublin, Ohio 43016
sott@wtwp.com

City

Megan D. O'Callaghan
Director of Public Works
City of Dublin
6555 Shier Rings Road
Dublin, Ohio 43016
MOCallaghan@dublin.oh.us

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 Township, its agents and employees, and the City 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 Township's receipt of a correct invoice, which designates the specific applicable charges including the cost per lane mile multiplied by the net number of lane miles (see Exhibit A for details) and (2) issuance of a certified purchase order. The Township will not be subject to any late payment charges. The Township will process correctly documented invoices for payment and the City should receive payment for such invoice within thirty (30) days from receipt and approval by the Township.

The City shall invoice the Township within thirty (30) days after the Service Period for all work performed during the Service Period.

Invoices: All invoices shall be submitted to:

Sara Ott
Township Administrator
Washington Township
6200 Eiterman Road
Dublin, Ohio 43016
sott@wtwp.com

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 Township and the City and approved by the appropriate Township authorities.

9. Contract Termination

Either party may terminate this Contract, in whole or in part by providing thirty (30) days written notice to the other party prior to the effective date of termination. If this Contract is so terminated, the Township is liable only for payments required by the terms of this Contract for services received and accepted by the Township.

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 City shall save and hold the Township harmless from and against any damage, cost, loss, or liability resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of City, its officers, employees, or agents to the extent permitted by Ohio Law. It is understood that the City is not responsible for incidental damages including, but not limited to, from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, light poles, mailboxes, signs, and snow piling around parked vehicles and driveway aprons.

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 City without the prior written consent of the Township. 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 City.

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 City shall comply with all Workers' Compensation laws of the State of Ohio, if applicable.

17. Independent Contractor Status

17.1 The City and the individuals, who the City chooses to perform services under this Agreement, shall work as independent contractors, not as employees or agents of the Township. Nothing contained in this Agreement creates, or will be construed to create, the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

17.2 The City and the individuals, who the City chooses to perform services under this Agreement, shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Township.

17.3 While performing under this Agreement, the City shall supply all the necessary equipment, fuel, materials, tools, and labor. The City shall be responsible for maintaining the equipment used to perform under this Agreement. The City also shall have complete and sole control over when work is performed and who performs it.

18. The City's Warrants

18.1 The City's employees performing services under this Agreement will have (a) sufficient expertise, training, and experience to accomplish the Services and (b) its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations.

18.2 The City will maintain adequate general liability insurance, automobile insurance, and workers compensation for all the equipment, materials, and labor used to perform the services under this Agreement.

19. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same Agreement.

Attachments

A. Exhibit A – Scope of Services

[Remainder of Page Intentionally Left Blank]

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

Washington Township

Sara, Ott Township Administrator

Date

City of Dublin, Ohio

BY: _____
Megan D. O'Callaghan, Director of Public Works

Date

BY: _____
Angel Mumma, Director of Finance

Date

BY: _____
Dana L. McDaniel, City Manager

Date

Approved as to Form:

Stephen J. Smith, Law Director

Date

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this Agreement in the fiscal year in which the agreement has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

Joyce Robinson, Fiscal Officer

EXHIBIT A – SCOPE OF SERVICES

SECTION 1: CONTACTS

City of Dublin
Public Works Department
6555 Shier Rings Road
Dublin, Ohio 43016

Contact person: Megan O'Callaghan
Work phone: 614.410-4751
Cell: 614.704.7471
Email: MOCallaghan@dublin.oh.us

City of Dublin
Street & Utilities Operations
6555 Shier Rings Road
Dublin, Ohio 43016

Contact person: Robert A. James
Work phone: (614) 410.4708
Cell: (614) 400.9431
Email: RJAMES@dublin.oh.us

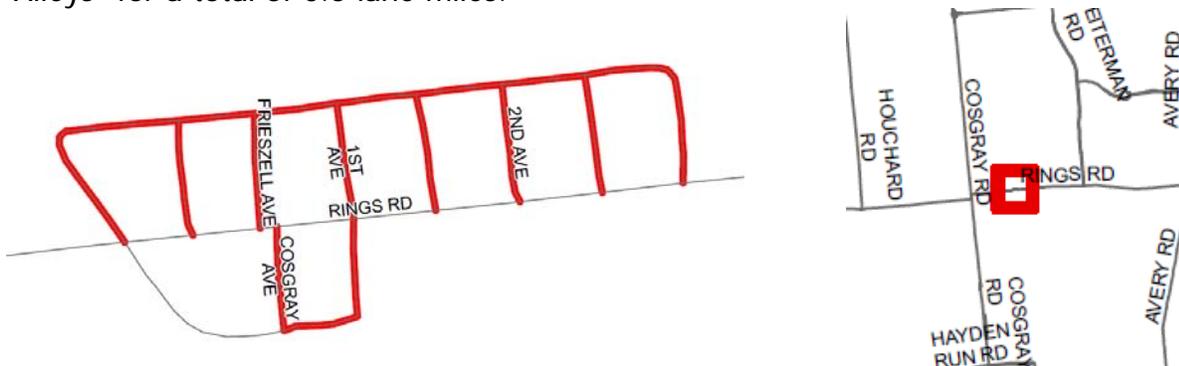
SECTION 2: SCOPE

2.1 RESPONSIBILITIES

The City shall provide all personnel, insurance, equipment, fuel, and materials necessary to perform the appropriate snow and ice control services. These services shall be equal in quality and frequency to those services provided on streets classified as Priority 3 within the municipality's own areas of responsibility, and will be provided at the same time as and in the same manner as the City's own Priority 3 streets. Priority 3 streets include residential streets, courts, cul-de-sacs and alleys and will be serviced once Priority 1 and Priority 2 streets are cleared. 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 Washington Township residents.

2.2 LIMITS

The City shall remove snow and treat ice at the following locations referred to as the "Amlin Alleys" for a total of 0.5 lane miles.



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

The City shall invoice the actual Cost of Work for work performed during the term of the contract. The City shall track the Cost of Work for all snow plow and ice treatment activity performed by the City to arrive at a Total Cost of Work for snow/ice removal for the season.

The Total Cost of Work shall include: labor, equipment, and materials. The Total Cost of Work shall be divided by total number of lane miles serviced by the City to arrive at a Cost per Lane Mile. The Cost per Lane Mile shall be multiplied by the number of lane miles serviced by the City for the Township.

With the invoice, the City shall include a summary of work performed during the snow and ice season, inclusive of: labor, regular and overtime hours worked, cost of materials and vehicles used, and total number of lane miles serviced.