

## **BIDDER UPDATE**

Per Ordinance 2052-2023, Columbus City Code is updated effective January 1, 2024, as follows:

[https://library.municode.com/oh/columbus/codes/code\\_of\\_ordinances](https://library.municode.com/oh/columbus/codes/code_of_ordinances)

Please read this before submitting a bid. Failure to comply with these changes, which are also included in the solicitation, shall result in the bid being deemed non-responsive.

### **329.18 – Competitive Sealed Bidding**

- (b) The procurement of all service contracts except construction shall be conducted under this section as follows:
  - (8) In determining the **responsibility** of a bidder, for purposes of this section only, to be considered responsible, a bidder must demonstrate that the bidder will pay a **responsible wage** and provide a **health insurance** benefit, as defined in Section 329.01, to all employees proposed to directly perform the work specified in the city bid solicitation response. Additionally, consideration shall be given to the following:
    - (a) Bidder's record of **unsatisfactory judgments**, as defined in Section 329.01, with any applicable federal, state or local laws or regulations; affirmative action or diversity and inclusion programs which the city is required by law to enforce in connection with funds to be spent under the procurement contract; whether the bidder is a **local bidder**; and the bidder's compliance with any minority business enterprise program, women business enterprise program or good faith efforts to comply with such programs adopted by the city; and
    - (b) Whether the bidder employs a **local workforce**, as defined in Section 329.01.

### **329.01 – Definitions**

- (x) **Health Insurance.** An adequate and affordable health insurance benefit provided by an employer to an employee. The employer must provide the benefit as part of an overall compensation plan and the benefit cannot be limited to a specific project. A health insurance benefit is "adequate and affordable" if it meets both the minimum value and affordability requirements established in rules promulgated pursuant to Public Law 111-148, The Patient Protection and Affordable Care Act or a successor to that law. The benefit must otherwise meet the requirements of a

"bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. An employer may provide a health insurance benefit through the Small Business Health Options Program, pursuant to Public Law 111-148, so long as it otherwise meets the criteria of this definition. For the purposes of construction prequalification, the foregoing shall apply only to those persons performing construction service work, as defined by rule of the director of finance and management or designee.

- (bb) **Local Bidder.** A bidder or offeror who meets the definition of a local business, as determined by the director of finance and management or his/her designee.
- (dd) **Local Workforce.** A workforce whereby at least fifteen (15) percent of the business entity's full-time equivalent employees in Ohio reside in the city of Columbus, as determined by the finance and management director or designee.
- (rr) **Responsible Wage.** The wage paid to a bidder's employees for services, cleaning and recycling services rendered to any city agency, which shall be equal to or better than the wage actually paid to the lowest paid city full-time employee per the city's effective contracts with its bargaining units.

**Contractor shall pay a responsible wage to all employees directly performing the work specified in this contract. The responsible wage for 2024 is \$20.00 per hour.**

- (yy) **Unsatisfactory Judgment.** A final decision, order, or verdict in a judicial, quasi-judicial or administrative proceeding, after all available appeals have either been exhausted or waived, in which a determination of civil liability, criminal conviction, or administrative penalty was imposed upon the individual or entity for violating any applicable federal, state, or local laws, rules, or regulations.

**Below is a FAQ to address most questions.** If you have additional questions not addressed here, see the section in the ITB about how to submit questions for this solicitation.

**Q 1. *What does responsible wage mean?***

It is the wage that must be paid by a City contractor on any service contract awarded pursuant to the competitive bidding section of the Columbus City Codes.

**Q 2. *Who determines what that wage is?***

The Director of the Department of Finance and Management will annually set the responsible wage for each calendar year. This decision will be made by July 31 of the previous year.

**Q 3. *How is it calculated?***

The responsible wage must be equal to or greater than the amount paid to the lowest paid full-time City employee as of July 1.

**Q 4. *Do contractors have to pay this on every contract?***

*Contractors must pay this wage only on service contracts that are awarded under the competitive bidding provisions of Columbus City Codes 329.18.*

**Q 5. *Is there an exemption for small companies?***

There is no longer an exemption for smaller companies. All contractors must pay at least the responsible wage on City service contracts.

**Q 6. *Can a contractor pay its employees more than the responsible wage?***

Yes. The responsible wage is a minimum.

**Q7. *Does this apply to professional service and construction contracts?***

No.

**Q 8. *Must the contractor pay the responsible wage to all of its employees?***

No. The responsible wage only applies to the employees directly performing the work specified in the bid solicitation.

**Q 9. *How do I apply the responsible wage for contract renewals?***

The contractor must pay its employees the responsible wage in effect at the time the contract or renewal is established and for the duration of the contract/renewal, even if the contract/renewal extends into another calendar year. This example might help.

A city department establishes a contract to clean office space. It is a one-year contract, with three one-year renewal options. The contract starts on March 1, 2024. The responsible wage for the first year of the contract is \$20.00. The department is happy with the work, and exercises the option to renew for one more year, to start on March 1, 2025. From January 1, 2025, to February 28, 2025, the 2024 wage is paid. When the contract is renewed for 2025, the contractor must pay its employees the 2025 responsible wage.

Bidders shall submit firm and fixed prices for the duration of the contract. The duration of the contract is listed in the solicitation and will be included in the contract. If a contract is renewed, and the responsible wage will increase the price for the renewal year, the Contractor may request a price increase by following the procedures included in the solicitation (which will be included in the contract).

**Q 10. *Must a service contractor provide a health insurance benefit?***

Yes, a contractor must provide a health insurance benefit to its employees. It must meet the minimum requirements of the Patient Protection and Affordable Care Act.

**CITY OF COLUMBUS, DEPARTMENT OF DEVELOPMENT  
TERMS AND CONDITIONS FOR RESPONDING TO AN INVITATION TO  
BID IN BONFIRE**

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**BY SUBMITTING A BID RESPONSE IN BONFIRE, BIDDER AGREES TO THE FOLLOWING  
TERMS AND CONDITIONS (ADDITIONAL OR CONFLICTING TERMS WITHIN THE  
INDIVIDUAL SOLICITATION WILL GOVERN):**

1. Submission of any bid response is subject to the Ohio Public Records Act.
2. Bidders are to quote firm or fixed prices. Bids subject to increase in price will not be considered and the bid shall be deemed non-responsive.
3. Each item may be considered a separate bid and the City reserves the right to award a contract for each item separately or for all items as a whole, (or any combination thereof) as the best interests of the City requires.
4. The City has 90 calendar days from bid due date to accept the bid.
5. All materials used in the scope of services are to be new and unused.
6. The Federal Tax Identification Number of the remittance company listed on the invoice shall be identical to that of the Bidder listed on the completed solicitation response.
7. The City reserves the right to reject any and all bids and to waive technicalities.
8. In the event an amendment to the solicitation is required, the City of Columbus will send notification of the amendment on Bonfire to Bidders that have an active account with Columbus Vendor Services and are registered for the procurement categories associated with this solicitation. Though the City will apply this method in the event of an amendment, it is ultimately the Bidder's responsibility to check Vendor Services and Bonfire for verification of any issued amendments.

**IN THE EVENT OF A SUCCESSFUL SERVICE BID, THE BIDDER MUST ADDITIONALLY  
PROVIDE THE FOLLOWING ITEMS AS CONDITION OF THE AWARD:**

**Workers' Compensation**

The Contractor, and any Subcontractor, shall comply with all Workers' Compensation laws of the State of Ohio. Proof of compliance shall be provided.

**Insurance/Indemnity**

The Contractor, and all Subcontractors, shall take out and maintain during the life of the Contract, such Public Liability (bodily injury and property damage) insurance as shall protect him/her from claims of damages from personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the Contract, whether such operation be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as name insured, The Contractor shall maintain coverage of the types and in the amounts specified below. Submitting a certificate of insurance shall be evidence proof of such insurance coverage. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement, with the City as named insured. The amount of such insurance shall be as follows:

Bodily Injury Liability:  
Each Person \$500,000  
Each Accident \$1,000,000

Property Damage Liability:  
Each Accident \$500,000  
All Accidents \$1,000,000

Such insurance shall remain in full force and in effect during the life of the Contract.

Insurance may not be changed or cancelled unless the insured and the City are notified in writing not less than thirty (30) days prior to such change or cancellation. If any part of the Contract is sublet, the Contractor is responsible for the part sublet being adequately covered by insurance herein above described.

**\*\*The Department reserves the right to modify the terms and conditions as it deems necessary to be in compliance with the City's contracting policies.\*\***

## INVITATION TO BID

**City of Columbus Department of Development  
Division of Land Redevelopment  
941 Mt. Vernon Ave Parking Lot**

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The City of Columbus Department of Development (hereinafter "City") is seeking proposals/bids from contractors to refurbish the parking lot located at 941 Mt. Vernon Ave. The work will include sealcoating and restriping of the parking lot surface area, rebuilding one of the damaged brick piers, tuck pointing damaged mortar and seal cracks in the other eighteen piers, power washing and sealing all piers, resetting a commemorative plaque, and repainting all of the steel fence surrounding the parking lot. The Contractor shall provide all labor, material, and equipment necessary and comply with all applicable codes, standards, regulations, and worker safety rules that are administered by federal, state, and local agencies.

Quantities and measurements provided herein and on the scope of work are estimates only. The Contractor shall be responsible for determination of actual quantities and measurements necessary to complete the project in accordance with all plans and specifications herein.

Payment to the Contractor shall be made only for the actual quantities of work performed and accepted in accordance with the contract. All unit prices shall be firm and fixed regardless of the actual quantity of work and materials authorized by the City.

**MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

The City seeks to hire one (1) Contractor for this service and the Contract shall run from approximately Duration of job.

Interested bidders shall respond to this solicitation by submitting a bid through the City of Columbus' Vendor Services Portal. If you should need assistance with this process, please click on the link below for detailed instructions.

<https://columbusvendorservices.powerappsportals.com/Help/>

The City's Purchasing Office Help Desk is available to speak with any vendors to provide technical assistance. Please contact Vendor Services at (614) 645-8315 if you need any help with the online bidding process, including how to submit questions during the bidding process.

The bid will be awarded to the lowest, responsive, responsible, and best bidder per the provisions of Chapter 329 of Columbus City Code and the provisions listed in this solicitation.

### **Section 1: Scope of Services**

#### 1. Contract Administration

- 1) The Contractor will have two contacts for a contract established under this solicitation, an Asset Manager per area and an Office Assistant.
- 1) The Office Assistant will serve as the primary contact and handle all issues related to the contract. As of the publication of this solicitation the contact is:

Audrea Hickman  
Department of Development  
845 Parsons Avenue  
Columbus, Ohio 43206  
614-645-8907  
[landbank@columbus.gov](mailto:landbank@columbus.gov)

#### 2. Scope of Work

- 1) Sealcoat and Stripe parking lot: App. 12,000. sqft
  - a) Clean and prep the entire asphalt area to remove dirt, stone, weeds, and debris prior to seal coating. Seal 1/4"cracks and larger prior to sealing with Hot Crack Sealer.
  - b) Sealcoat with 2 coats of sanded "Mater Seal or Coal Tar" sealer, first coat by brush or squeegee machine, second coat by spray.
  - c) Paint stripe parking lot to current layout with (white) Sherwin Williams Hot Line Traffic Paint or better. Paint ADA compliant 2

tone logos and cross hatch with Sherwin Williams Hot Line Traffic paint per layout.

- 2) Rebuild Brick Pier: 1 pier
    - a) Inspect the damaged pier at the entrance on N. 17<sup>th</sup> st. Demo damaged brick on 2' x 2' x 7' pier. Construct new brick pier to resemble original pier and match brick as close as possible. Concrete block center to be core filled for added strength.
  - 3) Tuck point Brick Piers: 18 piers
    - a) Inspect each pier for cracks and failed mortar. Tuck point areas where mortar has failed. Remove damaged or deteriorated mortar to a consistent depth. Force new mortar into the joints between the bricks push the mortar into the joints with rounded pointing tool.
    - b) Use a hybrid polymer adhesive/sealant that will seal vertical cracks tightly to prevent further erosion and crack widening, as needed.
  - 4) Power wash and Seal Brick Pier: 18 piers
    - a) Soft wash the brick on piers to remove dirt and mildew. Ensure that cleaning solution does not fade or discolor brick. Use care not to create any additional damage to brick.
    - b) Seal the brick on piers using a Silane/Siloxane sealer to make a watertight seal when all of the work on piers is completed.
  - 5) Reset commemorative plaque on Pier: one
    - a) Remove the commemorative plaque and reinstall in same location. Ensure that the plaques is flush and firmly mounted.
  - 6) Paint iron fence: 168 lft
    - a) Prep the iron fence surface by scraping and sanding all peeling and chipping paint and excess rust. Prime all exposed areas with rust-inhibiting primer and paint entire fence with two coats of (Black) rust-inhibiting semi-gloss acrylic enamel paint.
    - b) Painting will be by hand or spray. Two coats will be required on all parts. The final surface will be of even color without streaks, drips, bubbles, incomplete coverage or any other surface imperfection.
3. Process
- 1) Establishment of Contracts and Notice to Commence,



- 2) Once a contractor has been selected a contract will be established between the city and contractor. The Contractor shall not perform any of the work until a valid Purchase Order has been issued and has been notified by the city to commence. The Contractor is required to attend a pre-construction meeting, with the City's representative, to discuss the scope of work, determine a start date and schedule prior to the commencement of work.
- 3) Payment of invoices upon completion of work.

#### 4. Compensation and Payment

Payment to the Contractor shall be made only for the actual quantities of work performed and accepted in accordance with the contract. All unit prices shall be firm and fixed regardless of the actual quantity of work and materials authorized by the City.

- 1) Invoices and Payment:
  - a) Contractor shall provide an invoice via email to [landbank@columbus.gov](mailto:landbank@columbus.gov) or mail it to:  
  
City of Columbus  
Land Redevelopment Division  
845 Parsons Avenue  
Columbus, Ohio 43206  
Attn: Audrea E. Hickman
  - b) The invoice that shall be on Company letter head with "remit to" address and include the following:
    - (1) Purchase order number
    - (2) Invoice number
    - (3) Date of invoice
    - (4) Billing period
    - (5) Amount of Invoice

c) The Contractor shall not invoice more than once every 30 days.

5. Minimum Requirements:

- 1) At the time of contract, the Contractor must possess insurance and workers compensation insurance as described below. Do not submit this with the bid.

**Worker's Compensation:**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio.

**Insurance:**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured.

**Bodily Injury Liability:**

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

**Property Damage Liability:**

Each Accident	\$500,000
All Accidents	\$1,000,000

- 2) At the time of contract, Contractors shall have a valid City of Columbus contract compliance number. If you have not completed the application process to obtain certification in your Vendor Services account, please do so or contact the City of Columbus, Office of Diversity and Inclusion at 614-645-4764, 1111 East Broad St. Suite 203 Columbus, OH 43205.
- 3) Bidder must provide information for no less than three (3) projects for which bidder has provided similar services.
- 4) The bidder and Contractor shall indentify all subcontractors as a part of the bid submittal. Any change to the subcontractor list may not be made without the written approval of the City.
- 5) The bidder shall maintain payroll records, documents and other evidence directly pertinent to employment and/or payment to workers carrying out the services contracted with the City. The City, or its duly authorized representative, shall have access to such payroll records, documents, and other evidence for the purpose of verification, audit, inspection, and copying within seven (7) days of receiving written request from the City to view such documentation, at no cost to the City.

## **SECTION 2: QUALIFICATION TO BID**

By submitting a bid, the bidder is attesting all of the following are true:

- 1) Bidder possesses the previous experience, current capability, staff, and equipment necessary to perform the Scope of Services in a timely manner and to invoice for the services performed with the required supporting documentation.
- 2) Bidder possesses all licenses, permits, and credentials necessary to perform the services listed in the Scope of Services.
- 3) Bidder meets all Minimum Requirements as identified in the Scope of Services.
- 4) Bidder has not submitted more than one (1) bid for the same work from an individual or entity under the same or different name, or corporation under the same name, or corporations with one (1) or more of the same persons as officers or directors of such corporations, or corporations which are holding companies, parent companies or holding companies that are subsidiaries of such corporations. The City may request a list of company officers or any other information to make this determination and failure to provide such information may result in disqualification.
- 5) Bidder has not previously breached a City contract or had inferior or substandard performance on City projects.
- 6) Bidder must not have open or active violations of Columbus City Code at the time of the bid.
- 7) **Bidder affirmatively acknowledges that they are in compliance with the Responsible Wage Provisions of Columbus City Code, as described herein.**

## **SECTION 3: EVALUATION CRITERIA**

Bidders are to quote firm, fixed prices for the duration of the contract which may result from this solicitation. Bids shall be awarded to the lowest, responsive, responsible, and best bidder per Columbus City Code Chapter 329. The factors used to determine the lowest, responsive, responsible, and best bidder are as follows:

- 1) Lowest Price

- a) the lowest bid price submitted which meets the requirements and specifications as set out in the bid request; minor deviations excepted.
- 2) Responsive
- a) A bidder who has submitted a bid which conforms in all material respects to the requirements set forth in an invitation for bids. The City reserves the right to seek clarification of a bid and still deem it responsive.
- 3) Responsible
- a) Per Columbus City Code Section 329.18(b)(8), the City shall consider the responsibility of a bidder as follows:
    - (8) *In determining the responsibility of a bidder, for purposes of this section only, to be considered responsible, a bidder must demonstrate that the bidder will pay a responsible wage and provide a health insurance benefit, as defined in Section 329.01, to all employees proposed to directly perform the work specified in the city bid solicitation response. Additionally, consideration shall be given to the following:*

*Bidder's record of unsatisfactory judgments, as defined in Section 329.01, with any applicable federal, state or local laws or regulations; affirmative action programs which the city is required by law to enforce in connection with funds to be spent under the procurement contract; whether the bidder is a local bidder; and the bidder's compliance with any minority business enterprise, female business enterprise or equal business opportunity programs or good faith efforts to comply with such programs adopted by the city.*

**The 2024 responsible wage is \$20.00 per hour. Contractor shall pay at least the responsible wage to all employees directly performing the work specified in this Contract.**

**Contractor shall provide an adequate and affordable health insurance benefit to its employees. The benefit must be provided as part of an overall compensation plan and the benefit cannot be limited to a specific project. The health insurance benefit is "adequate and affordable" if it meets both the minimum value and affordability requirements established in rules promulgated pursuant to Public Law 111-148, The**

**Patient Protection and Affordable Care Act or a successor to that law. The benefit must otherwise meet the requirements of a "bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. An employer may provide a health insurance benefit through the Small Business Health Options Program, pursuant to Public Law 111-148, so long as it otherwise meets the criteria of this definition.**

- b) For more information about Columbus City Code, go to: [https://library.municode.com/oh/columbus/codes/code\\_of\\_ordinances](https://library.municode.com/oh/columbus/codes/code_of_ordinances)
- 4) Best
  - a) Contractor has the capacity, equipment, and personnel needed to fully perform the contract requirements.
  - b) Contractor is experienced and reliable to perform the work.

#### **SECTION 4: PRE-BID MEETING**

- 1) A pre-bid meeting shall be at the Parking Lot, 941 Mt Vernon Ave, Columbus Ohio 43205, on the corner of Mt. Vernon Ave and N. 17<sup>th</sup> St., on Tuesday, May 14, 2024 at 11:00 a.m. The purpose of the pre-bid meeting is to answer any questions about the solicitation and the bidding process.

**Interested bidders are strongly encouraged to attend. Bidders are advised that this will be the only time bidders may view this site prior to the bid opening. Failure to attend the Pre-Bid Walk-through will not disqualify a bidder; however, bidders shall comply and be responsible for the bid specifications and information discussed at the Pre-Bid Walk-Through Meeting.**

#### **SECTION 5: DOCUMENTS TO BE SUBMITTED WITH THE BID**

- 1) "941 Mt Vernon Parking Lot Maintenance Bid Form" (see below)
- 2) "Project Experience Form" (see below)
- 3) Subcontractor List (see below)

## **SECTION 6: BIDDING INSTRUCTIONS**

Interested Contractors shall respond to this solicitation by submitting a bid through the City of Columbus' Vendor Services Portal. Bids submitted outside of Vendor Services shall not be accepted. If you have questions about the solicitation, please see page 48 of the Vendor Portal User Guide for detailed instructions on how to add a vendor question to this solicitation. If you should need assistance with the submittal process in general, please click on one of the links below for a video that provides detailed instructions.

Register or Re-register

[Register As A New Business With City Of Columbus Vendor Services - 01/24/2021 - YouTube](#)

Login:

[How To Login To Columbus Vendor Services - 01/24/2021 - YouTube](#)

Overview:

[Vendor Services Overview - YouTube](#)

Register additional contacts:

[Register As Additional Contact For Business Currently Listed In Columbus Vendor Services 1/24/2021 - YouTube](#)

The Purchasing Office Help Desk is also available to speak with any vendors, to provide technical assistance. Please contact Vendor Services at (614) 645-8315 if you need any help with the online bidding process.

**Questions and Answers:** Questions regarding this bid must be submitted on the Vendor Services portal by 1:00 p.m. (local time) on Wednesday, May 15, 2024. Phone calls will not be accepted and no contact shall be made with the City about this solicitation outside of the Vendor Services Portal. Responses and any necessary addenda will be posted as an amendment to this solicitation on the City's Vendor Services portal no later than 1:00 p.m. (local time) on Monday, May 20, 2024. Bids are due on Wednesday, May 29th at 1:00 p.m. (local time). Bidders are to quote firm and fixed prices on the bid.

Line 10 – enter \$0 as your bid price and scan as an attachment on Line 10 the documents listed in Section 5. These scanned documents are your bid and will be included in the contract that will be provided by the City.

## **SECTION 7: CONTRACT**

Upon evaluation of the bids, the City shall notify the Contractors of the status of the bid. The vendor awarded the contract will be asked to submit a current copy of their Workers' Compensation certificate and insurance certificate, as required in the terms and conditions on the Vendor Services Portal. The City shall prepare a contract for the Contractor's signature, email the contract to the Contractor for signature, and the Contractor shall return the Workers' Compensation and insurance certificates with the signed contract.

## 941 Mt Vernon Ave Parking Lot Maintenance Bid Form

### INSTRUCTIONS:

- Complete the following pages
- Scan and upload as an attachments to the Vendor Services portal

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Business Hours: \_\_\_\_\_

***This page, signed by an officer of the company or a designated agent empowered to bind that entity in a contract with the Department of Development, is required to accompany the bid submitted for consideration. If signed by someone other than an officer, complete and submit the Proposal Signature Affidavit along with this form.***

By my signature below, I attest that I have read, understand, and agree to the terms, conditions, and requirements set forth in the solicitation, including, but not limited to the Department's standard contract terms and conditions (Appendix A) and Columbus City Code 329.18 requirement of responsible wage and health insurance benefit, as defined herein and available at [https://library.municode.com/oh/columbus/codes/code\\_of\\_ordinances](https://library.municode.com/oh/columbus/codes/code_of_ordinances)

\_\_\_\_\_  
Signature (Manually signed in ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

City of Columbus Vendor Number: \_\_\_\_\_



**1. Pricing Schedule per Scope of Work:**

<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED AMOUNT</b>
<b>Sealcoat parking lot:</b>		
<b>Paint stripe parking lot:</b>		
<b>Rebuild Brick Pier:</b>		
<b>Tuck point Brick Piers:</b>		
<b>Power Wash and Seal Brick Piers</b>		
<b>Reset commemorative plaque:</b>		
<b>Paint iron fence:</b>		
<b>Other</b>		

**List of Subcontractors to be used on this project**

<b>Sub Contractor Name</b>	<b>Contact Information</b>

## Project Experience Form

Company Name \_\_\_\_\_

Provide job information for three similar projects the company has had in the past three years. The City may use information obtained in our decision to award a contract.

### Project #1

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Work Performed: \_\_\_\_\_

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EXHIBIT A

**CONTRACT  
FOR SERVICES**

**\*APPROVED AS TO FORM BY THE CITY ATTORNEY'S OFFICE. ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\***

This Contract for \_\_\_\_\_ services is entered into by and between \_\_\_\_\_ (herein referred to as "Contractor"), and the City of Columbus, Department of Development (herein referred to as "City").

**WITNESSETH**

WHEREAS, the City has a need for \_\_\_\_\_; 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:**

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. This Contract is subject to the Ohio Public Records Act.

**1. Contract Term**

The term of this Contract shall be from \_\_\_\_\_ to \_\_\_\_\_.  
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 \_\_\_\_\_ 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** using the budget in **EXHIBIT B\***.

\*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

EXHIBIT A

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 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or 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. Contractor will be provided an exemption certificate, if needed.

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

\_\_\_\_\_ 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:

(List names and addresses of City and Contractor contact persons below.)

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 Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. 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 Agreement 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 E, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

EXHIBIT A

8. **Applicable Law, Remedies**

This Agreement 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 Agreement 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 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 included suspension for three years, up to permanent disbarment.

9. **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, 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.

**Invoices:** All invoices shall be submitted to the address listed on the Purchase Order.

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



## EXHIBIT A

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/Indemnification**

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. 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. Worker's 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 C.**

**19. Insurance**

EXHIBIT A

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT D:**

**Bodily Injury Liability:**

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

**Property Damage Liability:**

Each Accident \$500,000  
All Accidents \$1,000,000

**20. Campaign Contributions**

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**

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**

Exhibit A – Scope of Services

Exhibit B – Budget

Exhibit C – Current Workers’ Compensation Certificate

Exhibit D – Insurance certificate with the City named as an additional insured and the contract name/purpose listed by in the Description of Operations Box and the following address listed in the Certificate Holder box:

City of Columbus  
Department of Development  
Division of \_\_\_\_\_  
[address, including floor]  
Attn: \_\_\_\_\_

Exhibit E – OPERS PEDACKN form, if applicable

Exhibit F – Independent Contractor form, if applicable

Exhibit G – OPERS SR-6 form, if applicable

EXHIBIT A

**[signatures on following page]**

DRAFT

EXHIBIT A

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

***EXHIBITS A thru D MUST BE ATTACHED HERETO.***

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

**CITY OF COLUMBUS**

\_\_\_\_\_  
Michael H. Stevens, Director  
Department of Development

\_\_\_\_\_  
Date

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
FID Number

\_\_\_\_\_  
SAM.gov Unique Identifier (required for CDBG, HOME, LHRD, ESG, ERA and ARP contracts)

EXHIBIT A

**CONTRACT SIGNATURE AFFIDAVIT**

**(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that  
**(Affiant \*\*)**

he/she is \_\_\_\_\_ of \_\_\_\_\_, a Corporation, LLC, or LLP organized and  
**(Title) (Company Name)**

existing under and by virtue of the laws of the State of \_\_\_\_\_, and having its principal  
office at \_\_\_\_\_

**City, State, Zip Code**

Affiant\*\* further says that he/she is familiar with the records, minute books and by-laws of

\_\_\_\_\_  
**(Company Name)**

Affiant further says that \_\_\_\_\_ is \_\_\_\_\_  
**(Name of Person Signing Contract) (Title)**

Of the Company and is duly authorized to sign the Contract for : \_\_\_\_\_

For said Company by virtue of \_\_\_\_\_

**(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)**

\_\_\_\_\_  
Signature of Affiant\*\*

**\*\* AFFIANT MUST BE AN OFFICER OR MEMBER AND SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT\*\***

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_