

CONTRACT

FOR SERVICES UNDER \$50,000

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

This Contract for **service station equipment maintenance and or repair services** is entered into by and between **Mr. Transmission/ Milex Complete Auto Care vendor # 033102** (herein referred to as “Contractor”), and the City of Columbus, Department of **Columbus City Attorney** (herein referred to as “City”).

WITNESSETH

WHEREAS, the City has a need for **service station equipment maintenance and or repairs**; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said item(s); 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. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be from **November 1, 2021 to December 31, 2022** 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 **\$23,000** unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A*** and as contained in the bid specifications, which are expressly incorporated herein.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor’s invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 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**

Mercedes Wiley, MDWiley@columbus.gov, 614-645-6941 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:

Columbus City Attorney

Program Contact: Mercedes Wiley, MDWiley@columbus.gov, 614-645-6941
77 North Front Street, 4th Floor
Columbus, Ohio 43215

Fiscal Contact: Mark Rutkus, MKRutkus@columbus.gov, 614-645-2934
77 North Front Street, 4th Floor
Columbus, Ohio 43215

Mr. Transmission/ Milex Complete Auto Care

Primary Contact: Matt Boily, Mrtransmilex596@outlook.com, 614-586-0220
2233 Morse Rd
Columbus, OH 43229

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 D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

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 include 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.

Mark Rutkus, MKRutkus@columbus.gov, 614-645-2934
77 North Front Street, 4th Floor
Columbus, Ohio 43215

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/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 B.**

19. **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. **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

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.

EXHIBITS A, B AND C MUST BE ATTACHED HERETO.

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

CITY OF COLUMBUS

Zach Klein / BSS 11/9/2021
Signature Date

Zach Klein
Printed Name, Title, Department Date

CONTRACTOR

 11/8/2021
Signature Date

Matthew Boily, President
Mr. Transmission/ Milex Complete Auto Care
Printed Name and Title

Federal ID Number: **84-4804950**

Please list remit address below:
2233 Morse Rd
Columbus, OH 43229

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 he/she is
_____ of _____, a Corporation, LLC, or LLP organized and existing under and by
(Title) (Company Name)

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 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: _____

Exhibit A: Scope of Work Project Taillight

Project background

In 2021, Columbus City Attorney Zach Klein partnered with the Columbus Division of Police, the Franklin County Board of Commissioners and Columbus State Community College to pilot Project Taillight--an innovative public safety and crime prevention program.

Project Taillight aims to improve community safety by connecting low-income residents with free headlight, taillight, brake light, license plate light and/or turn signal repairs--avoiding potential tickets/citations and keeping everyone safer on the roads.

Community residents from households with incomes less than 200% of the federal poverty level are eligible for free repairs. The City Attorney's Community Outreach team recruits and screens participants for eligibility then refers eligible car owners to commercial repair shops and dealers participating in pilot project for repairs. Shops complete the repairs covered through the program then invoice the City at the agreed upon parts and labor rate. See details below.

Milex Complete Auto Care/Mr. Transmission will serve as a Project Taillight pilot partner from November 1, 2021 through December 31, 2022 with an opportunity to continue services based on successes achieved through the pilot period

Responsibilities of parties

Columbus City Attorney (CAO):

CAO works through community-based organizations, neighborhood coalitions and Columbus Division of Police to identify individuals eligible for free safety light repairs through Project Taillight.

CAO verifies participant eligibility then provides eligible participants with a repair coupon with unique repair code for free safety light repairs, vehicle performance checks and auto fluid top offs with approved Project Taillight pilot partners. NOTE: Safety light repairs covered for free by the program are limited to equipment replacement/repairs that do not involve complicated electrical work or significant dismantling of the body of the car to complete repairs.

CAO will refer eligible participants to the pilot site that is most convenient for the customer/participant. CAO will email Project Taillight repair partners the names and contact information for customers/participants referred to their shop for service.

CAO will set up a purchase order with Project Taillight pilot partners. Partners will bill/invoice the City against that PO for service provided at the agreed upon rates (see chart below). Invoices will be submitted to CAO on a monthly basis. Contract expenses cannot exceed \$23,000 for the agreed upon contract period. Project Taillight customers/participants will not be charged for services covered by the pilot program. CAO will pay repair invoices within 30 days of receipt.

Labor	\$95.00 per hour
Parts/supplies	10% Parts discount
Performance checks	free

CAO will offer Project Taillight pilot partner the opportunity to have their logo added to promotional materials and be named in press/media events. If Project Taillight partners want to include Project Taillight references or logo in their agency's promotional or marketing materials, they must contact the City Attorney representative named in this service contract for approval.

CAO will share results from customer service surveys with Project Taillight pilot partners.

CAO will maintain weekly communication with pilot sites.

Mr. Transmission/ Milex Complete Auto Care/Project Taillight Partner

Mr. Transmission/ Milex Complete Auto Care will provide professional auto repairs and the highest-standard customer service to Project Taillight participants referred for repair services.

Mr. Transmission/ Milex Complete Auto Care offers repair service Mon-Fri 8am-5pm and allows customers to wait onsite for repairs to be completed.

Mr. Transmission/ Milex Complete Auto Care will set up an account/code in their customer management or billing system to identify Project Taillight customers/participants and document approved repair expenses. Approved repairs include free safety light repairs, vehicle safety checks and auto fluid top offs. NOTE: Safety light repairs covered for free by the program are limited to equipment replacement/repairs that do not involve complicated electrical work or significant dismantling of the body of the car to complete repairs.

Mr. Transmission/ Milex Complete Auto Care will bill/invoice CAO monthly for project expenses realized during the billing period and keep records of services in their customer management or billing system. See chart below for agreed upon reimbursement rates. Invoices to be emailed to the fiscal contact named in this contract.

Labor	\$95.00 per hour
Parts/supplies	10% Parts Discount
Performance checks	free

Mr. Transmission/ Milex Complete Auto Care will maintain weekly communication with CAO.

Party Contacts

CAO

- Program Contact: Mercedes Wiley, MDWiley@columbus.gov, 614-645-6941
- Fiscal Contact: Mark Rutkus, MKRutkus@columbus.gov, 614-645-2934

Mr. Transmission/ Milex Complete Auto Care

- Primary Contact: Matt Boily, Mrtransmilex596@outlook.com, 614-586-0220



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80078061

Period Specified Below
07/01/2020 to 07/01/2021

MDDR Enterprises Incorporated
Mr Transmission Milex Complete Auto Car
15545 MEADOWBROOK DR
MARYSVILLE, OH 43040-8904



www.bwc.ohio.gov
Issued by: B

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



Search

All Words

e.g. 1606N020Q02



Search Results

Saved Searches

Select Domain
All Domains



Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Any Words

All Words

Exact Phrase

e.g. 1606N020Q02

"Mr. Transmission/Milex Complete Auto Care"

Federal Organizations

Enter Code or Name



Status



Active

Inactive

Reset 



No matches found

Your search did not return any results for active records.

Would you like to include inactive records in your search results?

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