



City of Columbus

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

Legislation Text

File #: 0123X-2016, **Version:** 1

BACKGROUND

The Department of Public Service and Department of Public Utilities are responsible for snow and ice control and removal on the city's roadways. The Departments use rock salt extensively in these operations. The Ohio Department of Transportation establishes an annual cooperative purchasing contract for the joint purchase of rock salt. An ordinance must be passed each year authorizing the Director of Finance and Management to join the cooperative and authorize the expenditure of funds for the purchase when a vendor is chosen by the Ohio Department of Transportation after a competitive bidding process. Ordinance number 1051-2016 was passed by Columbus City Council on May 2, 2016 allowing the city to enter into the joint purchasing agreement and authorizing the expenditure. In an effort to clarify the rules for participation in the joint purchasing agreement the Ohio Department of Transportation is now requiring additional language be approved.

CONTRACT COMPLIANCE:

Not applicable.

FISCAL IMPACT:

Not applicable.

EMERGENCY JUSTIFICATION:

Emergency action is requested in order to comply with Ohio Department of Transportation requirements without unnecessary delay, which will preserve the public peace, health, property, safety, and welfare.

To declare the City's immediate necessity and intent to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B); and to declare an emergency. (\$0.00)

WHEREAS, the Department of Public Service and Department of Public Utilities are responsible for snow and ice control and removal on the city's roadways; and

WHEREAS, the Departments use rock salt extensively in these operations; and

WHEREAS, the Ohio Department of Transportation establishes an annual cooperative purchasing contract for the joint purchase of rock salt; and

WHEREAS, Ordinance Number 1051-2016 was passed by Columbus City Council on May 2, 2016 allowing the city to enter into the joint purchasing agreement and authorizing the expenditure; and

WHEREAS, in an effort to clarify the rules for participation in the joint purchasing agreement the Ohio Department of Transportation is now requiring additional language be approved; and

WHEREAS, the City of Columbus (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract; and

WHEREAS, the Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

WHEREAS, the Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

WHEREAS, the Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Ohio Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the winter road salt contract; and

WHEREAS, the Political Subdivision hereby requests through this participation agreement a total of 16,240 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

WHEREAS, the Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract’s effective period of October 1, 2016 through March 31, 2017; and

WHEREAS, the Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

WHEREAS, the Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

WHEREAS, an emergency exists in the usual daily operation of the City in that it is immediately necessary to declare the City’s intent to join the cooperative purchasing agreement for winter road salt in order to prevent unnecessary delay, which will preserve the public peace, property, health, welfare, and safety; and **now, therefore**,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBUS, OHIO:

SECTION 1. That the City of Columbus (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid (018-17)

in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 16,240 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2016 through March 31, 2017; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

SECTION 2. That this resolution, for the reasons stated in the preamble of this resolution, which are fully incorporated into this resolution as if rewritten, is declared to be an emergency measure and shall take effect and be in force from and after its adoption and approval by the mayor or ten (10) days after its adoption if the mayor neither approves nor vetoes this resolution.