

CONTRACT
BETWEEN THE CITY OF COLUMBUS
AND
THE CITY OF DUBLIN
FOR WATER LINE LOCATING SERVICES

This Contract for Water Line Locating services is entered into by and between the City of Dublin and the City of Columbus, Department of Public Utilities ("Columbus").

WITNESSETH

WHEREAS, the City of Dublin has a need for water line locating services as described herein; and

WHEREAS, Columbus is willing to provide these services pursuant to the terms contained herein;

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Contract Term

The term of this Contract shall be from 1/1/13 through and including 12/31/2013. This Contract shall not auto-renew.

2. Scope of Services

Columbus agrees to locate and mark underground water lines for the City of Dublin pursuant to the conditions contained herein.

- A. Columbus will receive locate requests from the Ohio Utility Protection Service (OUPS) for underground facilities to be marked within the City of Dublin. Columbus will locate and mark, to the best of its ability, the approximate location of waterlines based on GIS and as-built drawing information provided by the City of Dublin.
- B. The City of Dublin shall ensure that Columbus has up-to-date GIS (if available) and as-built drawing information throughout the term of this Contract. The City of Dublin acknowledges that Columbus may rely on the GIS and as-built drawings and agrees that the accuracy of the markings performed by Columbus will depend on the accuracy of the GIS and as-built drawing information provided to Columbus.
- C. The City of Dublin assumes all liability and, to the extent permitted by law, agrees to indemnify, defend, and hold Columbus harmless for any claims related to any loss or damage, whether to its own property or to the property of third parties, that may result from erroneous or incomplete information regarding the location, size or condition of any water line provided to Columbus.
- D. Locating and marking of waterlines shall only include The City of Dublin owned water mains and services. The point of demark for waterlines shall be up to and including the curb stop. Locating of customer owned service lines is not part of this contract.
- E. The City of Dublin shall supply a list of contacts and phone numbers Columbus personnel can utilize for questions. In addition, the City of Dublin shall also provide a 24-hour non-911 contact number.

- F. The City of Dublin shall supply uniformed police officers or other qualified personnel for the purpose of traffic control when requested by Columbus. The City of Dublin shall supply Columbus with contact information with whom to set up traffic control. Traffic Control and coordination shall be at no cost to Columbus.
- G. For any project that the City of Dublin requires a Pre-Construction Meeting, the City of Dublin may invite Columbus to attend. One set of construction drawings, in PDF format, will be made available to Columbus with the invitation. Two sets of construction drawings (11x17) will be made available to Columbus at the Pre-Construction Meeting.
- H. Locator work hours (standard and overtime) will be in accordance with the current AFSCME Collective Bargaining Agreement in place between Columbus and its employees.

3. Pricing and Payment

The charges for services provided under this Contract will be the actual cost incurred by Columbus pursuant to the rates provided in Exhibit A, which is hereby incorporated into this Agreement and which will be amended by Columbus annually.

Columbus shall submit invoices to the City of Dublin monthly. The City of Dublin shall pay invoices within thirty days of the date of the invoice.

Invoices will be submitted to: City of Dublin
 Attn: Director of Engineering
 5800 Shier Rings Road
 Dublin, Ohio 43016

4. Notice

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:

For City of Dublin: City of Dublin
 Attn: Director of Engineering
 5800 Shier Rings Road
 Dublin, Ohio 43016

For Columbus: Damage Prevention Manager
 910 Dublin Rd.
 Columbus, OH 43215

5. Contract Termination

If either the City of Dublin or Columbus 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 Agreement 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 Columbus or the City of Dublin, either party, may terminate this Contract by providing thirty (30) calendar days written notice to the other party prior to the effective date of termination. If this Contract is so terminated, the City of Dublin shall be liable for payment according to the terms of this Contract for services provided by the City prior to the effective date of termination.

6. Applicable Law, Remedies

This Contract shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between Columbus, its agents and employees, and the City of Dublin arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

7. 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 or conditions of this Contract shall be binding on either party without the written consent of both parties. The terms and conditions specified in this Contract shall supersede any terms and conditions which may accompany the City of Dublin's purchase order.

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 Columbus and the City of Dublin and approved by the appropriate City authorities.

9. 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.

10. 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.

11. Save Harmless

To the extent permitted by law, the City of Dublin shall protect, indemnify and save Columbus 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 City of Dublin, its officers, employees, or agents.

12. 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.

13. Assignment and Subcontract

Neither party may assign, subcontract, or otherwise transfer this Contract to others without the prior written consent of the other party. 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.

14. Authority to Bind

The signatories to this Contract represent that they have the authority to bind themselves and their respective municipalities to this Contract.

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

AGREED:

FOR CITY OF DUBLIN:

FOR COLUMBUS:

Marsha I. Grigsby Date
City Manager

Greg Davies Date
Director of Public Utilities

Approved as to Form

Approved as to Form:

Stephen J. Smith
City Attorney

City Attorney
