



City of Dublin

Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager 
Date: January 22, 2015
Initiated Paul A. Hammersmith, P.E., Director of Engineering/City Engineer
By: Barbara Cox, P.E., Engineering Manager
Re: Resolution 11-15 - Authorizing the City Manager to Enter into an Agreement with the City of Columbus for Water Line Locating Services for 2015

Summary

The need for locating the public water lines is an important element in the operation of the water distribution system. These locations allow contractors working on a project to know where the water distribution infrastructure is, which minimizes the possibility of damage.

On October 14, 2013, Council approved Resolution 58-13, authorizing the City Manager to enter into an agreement with the City of Columbus for water line locating services for 2014. This agreement was for calendar year 2014 only. In order to continue receiving these services, a new agreement is needed annually.

Columbus staff contacted Dublin Engineering staff in October 2014 and indicated their decision to cease providing this service to Dublin. Since this notice was not made until after Operating Budget requests were submitted, staff requested that Columbus continue to provide the services for a portion of 2015. This will allow time for staff to evaluate other ways to provide this service (in-house or contractual) without service interruption. Columbus has agreed to provide water line locating services until April 30, 2015. Staff will bring a recommendation to Council for how to provide this service as soon as the evaluation is complete.

Columbus provided an updated copy of the agreement for our review. Both Engineering and Legal staff have reviewed the proposed documents. While the length of the agreement is changed, the other terms of the agreement and the fee structure remain unchanged from the 2014 agreement.

The funding for this agreement is included within the Water Fund, under "miscellaneous contractual services." For 2014, \$120,000 was budgeted for these services, while \$144,746.10 has been expended through the end of December 2014. Due to savings realized in other Water Fund accounts, an internal transfer may be adequate to address this shortage. If necessary, the shortage will be addressed in an additional year-end appropriation by Finance.

In the 2015 operating budget, \$135,000 has been budgeted for this contract in the Water Fund. This should be an appropriate allocation for the services in 2015 based on the level of

construction activity. The number of locates increases/decreases seasonally and relative to the amount of construction activity.

Recommendation

Staff recommends Council approval of Resolution 11-15, authorizing the City Manager to enter into an Agreement with the City of Columbus for Water Line Locating Services for 2015.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. **11-15** Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF COLUMBUS FOR WATER LINE LOCATING SERVICES FOR 2015

WHEREAS, the City of Dublin and the City of Columbus entered into a contract for water service on April 13, 1993, pursuant to Ordinance 135-92 passed by Council on January 4, 1992; and

WHEREAS, the 2007 Community Plan encourages continued cooperative efforts with the City of Columbus regarding the safe and efficient delivery of high quality potable water to the community for consumption and fire protection; and

WHEREAS, the City of Columbus has requested that an additional contract define the terms for providing water line locating services above and beyond those in the 1993 Water Services Agreement; and

WHEREAS, the City of Dublin believes that the City of Columbus is the best provider for waterline locating services; and

WHEREAS, these services will cease to be performed by the City of Columbus on April 30, 2015.

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

Section 1. The City Manager is hereby authorized to execute the attached Water Line Locating Service contract with the City of Columbus to locate and mark underground water lines until April 30, 2015.

Section 2. This resolution shall take effect upon adoption in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2015.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

GREG J DAVIES
Director

THE CITY OF
COLUMBUS
MICHAEL B. COLEMAN, MAYOR

DEPARTMENT OF
PUBLIC UTILITIES

December 16, 2014

City of Dublin
Attn: Barbara Cox, P.E.
5800 Shier-Rings Road
Dublin, OH 43016

RE: Water Line Locating Services - 2015

Dear Mr. Stevens:

In accordance with Columbus City Code Section 329 the City of Columbus, Department of Public Utilities has elected to enter into an agreement with your company for the service/project referenced above. At this time, the completed agreement is still pending the approval of the Columbus City Attorney's Office. The following agreement documentation must be completed and returned to my attention at your convenience.

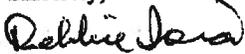
- Sign the agreement (Page 4) (I need 3 signed original copies mailed back to me)
- Complete and notarize the Contract Signature Affidavit (Page 5 - if applicable)
- Copy of Certificate Insurance and Worker's Compensation Certificate (Refer to Page 3, Items 18 and 19)
- Complete the OPERS Independent Contractor Acknowledge Form (Refer to Page 2, Item 7)
- Scope of Work or Proposal for this service agreement.

Return the entire package to the following address:

Attn Debbie Ioia
City of Columbus
Department of Public Utilities
910 Dublin Road, 3rd Floor
Columbus, OH 43215

Once the approval of this agreement is completed, a copy will be mailed to you. Thank you for your cooperation in this matter. Should you have any questions, please contact me at (614) 645-6276.

Sincerely,



Debbie Ioia
Management Analyst II
Department of Public Utilities

Attachments

Pc: Kevin Schimming, Mapping & Development
File



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 1/1/15 through and including 4/30/2015. 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

EXHIBIT "A"

PRICING - 2015

The following table will be used to calculate charges for services included in this contract:

Event	PER TICKET CHARGE
LOCATE OCCURRING DURING NORMAL WORKING HOURS AS OUTLINED BELOW	\$17.40
LOCATE OCCURRING AFTER NORMAL WORKING HOURS, ON SATURDAY, OR A HOLIDAY OBSERVED BY THE CITY	\$220.90
LOCATE OCCURRING ON SUNDAY	\$268.90

Normal Working Hours are 7:00 AM – 3:30 PM, Monday – Friday

Holidays observed by the City in 2015:

January 1 New Years Day
January 19 Martin Luther King Jr. Day
February 16 President's Day
May 25 Memorial Day
July 3 Independence Day (observed)
September 7 Labor Day
October 12 Columbus Day
November 26 Thanksgiving Day
December 25 Christmas Day