



City of Dublin

**Office of the City Manager**

5200 Emerald Parkway • Dublin, OH 43017-1090  
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# Memo

**To:** Members of Dublin City Council

**From:** Dana L. McDaniel, City Manager

**Date:** April 21, 2016

**Initiated By:** Rob James, Director of Streets and Utilities Operations  
Megan O'Callaghan, Director of Public Works

**Re:** Resolution 23-16 - Fire Hydrant Flushing and Pumping Services

## Background

For many years, the City of Dublin has contracted with the Washington Township Fire Department to perform fire hydrant flushing and pumping services. Going back to at least 2003, they have performed this service at a cost of \$6 per hydrant. With the expiration of the most recent contract, Washington Township expressed their desire to analyze and adjust the price for this work. They have completed their analysis and have requested a fee adjustment to \$7 per hydrant. With approximately 3,055 fire hydrants currently in service, and the service provided twice per year, the projected cost for this work is \$42,770. This is a two-year contract.

## Recommendation

Staff recommends approval of Resolution 23-16, authorizing the City Manager to enter into an agreement with Washington Township to provide flushing and pumping services for the public fire hydrants in the City of Dublin.

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 23-16

Passed \_\_\_\_\_, 20\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWO-YEAR AGREEMENT WITH WASHINGTON TOWNSHIP TO PROVIDE FLUSHING AND PUMPING SERVICES FOR THE PUBLIC FIRE HYDRANTS IN THE CITY OF DUBLIN**

**WHEREAS**, the City of Dublin is responsible for the maintenance of all public fire hydrants within the City of Dublin; and

**WHEREAS**, the City of Dublin desires to continue contracting with Washington Township to provide bi-annual flushing and pumping services for all City of Dublin public hydrants.

**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 contract with Washington Township for the provision of providing pumping and flushing services to all public fire hydrants within the City of Dublin.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor - Presiding Officer

ATTEST:

\_\_\_\_\_  
Clerk of Council



## SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into and effective on this 17th day of March, 2016 ("Effective Date") by and between the City of Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at 5200 Emerald Parkway, Dublin, Ohio 43017 and Board of Township Trustees of Washington Township, Franklin, Delaware and Union Counties, Ohio ("Service Provider"), with an office and principal place of business located at 6200 Eiterman Road, Dublin, Ohio 43016

### Recitals

WHEREAS, Dublin desires to engage Service Provider to perform the Services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Services Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

### Provisions

#### I. Performance of the Services. Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. Complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement form.
- C. Give prompt notice to Dublin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to Dublin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Provider shall be entitled to retain copies for Provider's files.

#### II. Obligations of Dublin. Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.

- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

**III. Term and Termination.** The Agreement shall commence on 1<sup>st</sup> day of April, 2016 and shall terminate on the 31<sup>st</sup> day of March, 2018. Dublin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

**IV. Payment.**

- A. Service Provider shall be compensated in an amount not to exceed Seven dollars each (\$7.00) per hydrant flushed on a semi-annual basis.
- B. The Service Provider shall invoice Dublin monthly for services rendered through the previous month and Dublin agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of hours worked by each individual working on the project with a description of work performed, as well as an itemization of all reimbursable expenses which must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this contract which is located in the upper right-hand corner of the first page of this document. Invoices must also include information describing the percentage of each phase of the work which has been completed, and a summary of billings and payments made to date.

**V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Dublin's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Dublin personnel as to the manner of work.

**VI. Indemnification.**

- A. Professional Liability. To the fullest extent provided by law relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

## **VII. Insurance.**

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- E. Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at

least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Dublin is an "Additional Insured".

#### **VIII. Employee Documentation**

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Dublin with appropriate documentation (Form I-9) for any Service Provider employee performing services for Dublin.
- B. To the fullest extent permitted by law the Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

#### **IX. Taxes.**

- A. Service Provider has the following identification number for income tax purposes:  
\_\_\_\_\_.
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Dublin for income tax reporting purposes.

**X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

**XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

**XII. Discrimination.**

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

**XIII. Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

**XIV. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**XV. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]



**BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF DUBLIN, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.**

**FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DUBLIN, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF DUBLIN, OHIO**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Robert A. James, P.E.  
Director of Street and Utilities

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Megan D. O'Callaghan P.E.  
Director of Public Works

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Dana McDaniel, City Manager

**WASHINGTON TOWNSHIP**

BY: \_\_\_\_\_ Date \_\_\_\_\_

ITS: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

**CERTIFICATION OF FUNDS**

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

\_\_\_\_\_  
Angel L. Mumma / Director of Finance

\_\_\_\_\_  
Date





## **EXHIBIT A**

### **Scope of Services**

#### **CITY OF DUBLIN CONTRACT FOR FIRE HYDRANT SERVICES**

#### **ARTICLE I - CITY RESPONSIBILITIES**

The City shall provide the following to Washington Township:

1. A map showing the location of all hydrants to be serviced.
2. Provide all fire hydrant repair services, hydrant painting, lubricant for the caps, and install reflective tape around the barrel.

#### **ARTICLE II - CONTRACTOR RESPONSIBILITIES**

The Township shall accomplish the following in addition to Exhibit "A":

1. Execute the services as defined in Article I and within the designated time frame as specified in Exhibit "A" 1f. & 2f.
2. Contact the City of Dublin, Street & Utilities Operations whenever the Township observes, or otherwise becomes aware of any fault or insufficiency in the service provided or any non-conformance with this agreement.
3. Provide the City of Dublin, Streets & Utilities Operations upon conclusion of each inspection interval, (Spring & Fall) a written report summarizing services performed and all deficiencies found during the inspection process. The Township agrees to provide to the City of Dublin, a list of all deficient fire hydrants found each day via e-mail and fax to Street & Utilities Operations. The Township is not responsible to provide maintenance and repair services to fire hydrants.
4. Provide all labor, tools, vehicles, test equipment and materials as required to perform services as identified in this contract.
5. Provide said services to all hydrants within the corporate boundaries of the City of Dublin within the Washington Township service area. Exhibit "B" provides a disc containing the location of all the current hydrants totaling 3055 plus and the unique identification number assigned to each hydrant. Hydrants may be added to the list with written approval of the Director of Streets & Utilities or his/her designee. New hydrants may also be added as the City accepts them at time of final inspection. The City is not responsible for services conducted on private hydrants denoted on the map in red unless requested in writing or approved in writing by the Director of Street & Utilities Operations.

### ARTICLE III - CONTRACT PRICE AND PAYMENT

The City shall compensate the Township \$7.00 per hydrant for each spring and fall flushing and inspection. The Township shall invoice the City upon completion of each spring and fall pumping and inspection. The City shall pay all invoices within 30 days.

The Township shall perform the following services:

1. Spring Flushing and Inspection Services:
  - a. Flush each fire hydrant barrel to remove hard water build-up and debris.
  - b. Inspect fire hydrant barrel and check for interior leakage.
  - c. Clean and inspect all outlet nozzles and caps.
  - d. Clean and inspect upper barrel for damage or breaks.
  - e. Apply food grade grease (City provided) to the threads of the steamer caps or nozzles, to allow for easy removal
  - f. Immediately bring to the attention of the City any defective, leaking, or inoperative hydrants, valves, mains, and equipment ancillary to the operation of the water supply fire fighting equipment within twenty four (24) hours of detection.
  - g. This service shall commence after April 1<sup>st</sup> and be completed no later than June 1<sup>st</sup>, subject to force majeure.
  
2. Fall pumping and Inspection Services:
  - a. Flush each dead-end fire hydrant barrel to remove hard water build-up.
  - b. Pump each dead-end hydrant and check for interior leakage.
  - c. Clean and inspect all outlet nozzles and caps.
  - d. Clean and inspect upper barrel for damage or breaks.
  - e. Apply food grade grease (City provided) to the threads of the steamer caps or nozzles, to allow for easy removal
  - f. Immediately bring to the attention of the City any defective, leaking, or inoperative hydrants, valves, mains, and equipment to the operation of the water supply fire fighting equipment within twenty four (24) hours of detection.
  - g. This service shall commence after October 1<sup>st</sup> and be completed no later than November 30<sup>th</sup>, subject to force majeure.
  - h. Sink test all hydrants to assure a dry barrel for winter.
  
3. Washington Township shall charge a fee of \$7.00 per hydrant for all public hydrant services as specified in 1 (a-g) and 2 (a-h) above.
  
4. Washington Township shall provide Dublin GIS with an export of all hydrant inspection results once per year. The export should be in a Microsoft Excel or .csv format and should contain the "Hydr\_id" (Facility ID) and the following data fields:

Static Residual Pitot Pitot2 Coeff DiameterHydr\_gpmGpm\_20 Gpm\_10 Gpm\_0  
Date Year Make Model Hydr\_id