



To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: August 24, 2021

Initiated By: Robert E. Ranc, Jr., Deputy City Manager/Chief Operating Officer
Paul A. Hammersmith, PE, Director of Engineering/City Engineer
C. Aaron Stanford, PE, CSSBB, Deputy Director of Engineering – Utilities

Re: Resolution 51-21 – Authorizing the City Manager to Enter Into a Services Agreement with Washington Township to Provide Flushing and Pumping Services for the Public Fire Hydrants in the City of Dublin

Summary

To properly maintain the public fire hydrants, the City of Dublin has had the Washington Township Fire Department perform flushing and pumping services on a biannual basis. These services ensure the City's fire hydrants are in good working order and available for use when needed. Flushing removes rust and debris that may collect in the hydrant and waterlines, and the pumping removes water from the fire hydrant barrel preventing the water from freezing during cold weather, which can damage the fire hydrant and cause it to become inoperable.

The Washington Township Fire Department has performed fire hydrant and pumping services for the public hydrants for the City of Dublin for many years. With the most recent Services Agreement, these services were performed at a cost of \$7.00 per hydrant. That Agreement expired on August 1, 2021 and staff desires to enter into another three-year Agreement for these same services. Washington Township has agreed to continue to provide these services at the same rate of \$7.00 per hydrant. The City of Dublin currently has approximately 3,323 hydrants in service, with the flushing and pumping services provided twice per year. The projected annual cost for these services are \$46,522.

Prior to flushing and pumping, Washington Township and the City provide notification to the residents that they may indicate brief periods of low water pressure or discoloration of the water. Although these conditions are temporary, residents are advised to run cold water for several minutes until the water clears.

Recommendation

Staff recommends approval of Resolution 51-21, authorizing the City Manager to enter into a Services Agreement with Washington Township to provide flushing and pumping services for the public fire hydrants in the City of Dublin.

RECORD OF RESOLUTIONS

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30045

Resolution No. 51-21 Passed , 20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO A SERVICES 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 fire hydrants.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, Delaware, Franklin and Union Counties, State of Ohio, of the elected members concurring, that:

Section 1. The City Manager is hereby authorized to enter into a services agreement with Washington Township for the provision of pumping and flushing services to all public fire hydrants within the City of Dublin, in substantially the same form as attached, with changes not inconsistent with this Resolution and not substantially adverse to the City and which shall be approved by the City Manager and Director of Finance. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

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

Passed this day of August, 2021.

Mayor - Presiding Officer

ATTEST:

Clerk of Council



PSA _____

SERVICES AGREEMENT

Flushing and Pumping Services for Public Fire Hydrants

This Services Agreement ("Agreement") is made and entered into and effective on this ___ day of September, 2021 ("Effective Date") by and between the City of Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at located at 5555 Perimeter Drive, Dublin, Ohio 43017 and Washington Township, Ohio (Franklin, Delaware, and Union Counties ("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, Service 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. Service 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. Service Provider shall be entitled to retain copies for the Service 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 1st day of September 2021 and shall terminate on the 31st day of August 2022. Dublin shall have the option to extend the Agreement for up to two (2) additional one-year terms. 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 of seven dollars (\$7.00) each per fire hydrant flushed on a semi-annual basis for approximately forty six thousand, five hundred twenty two dollars (\$46,522.00) annually.
- 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 that must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this Agreement 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. 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 Agreement.

- F. The above referenced insurance shall be maintained in full force and effect during the life of this Agreement 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".

VII. 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. 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.

VIII. Taxes.

- A. Service Provider has the following identification number for income tax purposes: 31-6402426.
- 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.

IV. Assignment.

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

X. 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.

XI. Discrimination.

1. 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.
2. 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.

XII. 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.

XIII. 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.

XIV. 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 September, 2021.

CITY OF DUBLIN, OHIO

BY: _____ Date _____
Robert E. Ranc, Jr., Deputy City Manager/COO

BY: _____ Date _____
Dana L. McDaniel, City Manager

Approved as to Form:

Jennifer D. Readler, Dublin Law Director

WASHINGTON TOWNSHIP

BY: _____ Date _____

ITS: _____

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

Matt Stiffler / Dublin Director of Finance

Date _____

EXHIBIT A

Scope of Services

City of Dublin SERVICES AGREEMENT FOR PUMPING AND FLUSHING SERVICES FOR PUBLIC FIRE HYDRANTS

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 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 firefighting equipment within twenty four (24) hours of detection.
 - g. This service shall commence after June 1st and be completed no later than July 1st, subject to force majeure.
 - h. Flow testing shall be completed on at least 10% of hydrants and results exported to the City of Dublin.

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 firefighting equipment within twenty four (24) hours of detection.
 - g. This service shall commence after October 1st and be completed no later than November 30th, subject to force majeure.
 - h. Sink test all hydrants to assure a dry barrel for winter.
 - i. Execute the services as defined in Article I and within the designated time frame as specified in Exhibit "A", Article III.
2. Contact the City of Dublin, Operations Administrator 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, Operations Administrator 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 to the Operations Administrator. 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 3,323 plus the unique identification number assigned to each hydrant. Hydrants may be added to the list with written approval of the Director of Engineering 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 Engineering.

ARTICLE III - CONTRACT PRICE AND PAYMENT

The City of Dublin shall compensate the Township \$7.00 per hydrant for each spring and fall flushing and inspection for a total of approximately forty six thousand, five hundred and twenty two dollars (\$46,522.00). 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. The Township shall invoice the City of Dublin upon completion of each spring and fall pumping and inspection. The City shall pay all invoices within 30 days.