

CONTRACT
BETWEEN THE CITY OF COLUMBUS
AND
THE CITY OF GAHANNA
FOR ANALYTICAL SERVICES

This Contract for sample collection and analytical services is entered into by and between the City of Gahanna and the City of Columbus, Department of Public Utilities ("Columbus").

WITNESSETH

WHEREAS, the City of Gahanna has a need for drinking water laboratory analytical services; 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 _____ to 12/31/2013. This Contract shall not auto-renew.

2. Scope of Services

Columbus agrees to provide drinking water laboratory analytical services for the City of Gahanna pursuant to the conditions contained herein.

- A. Quarterly (May, August, and November), Columbus will collect and analyze total trihalomethanes (TTHM) and haloacetic acid 5 (HAA5) samples at 4 locations, approved by the Ohio Environmental Protection Agency ("OEPA") pursuant to section 2.C, within the City of Gahanna's distribution system as required by the US Environmental Protection Agency's Stage 2 Disinfectants/Disinfection Byproduct Rule (DBPR). A total of 4 TTHMs and 4 HAA5s will be analyzed quarterly. Columbus will utilize OEPA certified methods to conduct the testing.
- B. Columbus will report the quarterly results to the OEPA and the City of Gahanna by the 10th of the following month as required by the OEPA.
- C. The City of Gahanna will select the monitoring locations, obtain approval from the OEPA, and provide the list to Columbus when sampling locations change or need to be updated. Columbus will provide consultation for site selection if requested by the City of Gahanna.
- D. Sampling and analytical services shall only be for the City of Gahanna public water system OEPA compliance. Services will not be provided to customer owned residences for water quality complaints.
- E. The City of Gahanna shall supply a list of contacts and phone numbers that Columbus personnel can utilize for questions. In addition, the City of Gahanna shall also provide a 24-hour non-911 contact number. The City of Gahanna shall immediately notify Columbus of any changes or updates to contacts and phone numbers.
- F. Samples will only be collected during normal business hours. Samples will not be collected on weekends or holidays.

G. Additional analyses may be performed with approval from both parties. The fee schedule for analyses is attached in Exhibit A.

3. Pricing and Payment

The charges for services provided under this Contract will be 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 include a line item for analytical services on the current quarterly water and sewer invoice sent to the City of Gahanna. The City of Gahanna shall pay invoices within thirty-five days after the bill is mailed.

Invoices will be submitted to: City of Gahanna
200 South Hamilton Road
Gahanna, Ohio 43230

4. Notice

Notices 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 the City of Gahanna: **City of Gahanna**
Attn: Dottie Franey
200 South Hamilton Road
Gahanna, Ohio 43230

For Columbus: Water Quality Assurance Lab Manager
910 Dublin Rd.
Columbus, OH 43215

5. Contract Termination

If either the City of Gahanna 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 Gahanna, 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 Gahanna shall be liable for payment according to the terms of this Contract for services provided by Columbus 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 Gahanna 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 Gahanna'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 Columbus and the City of Gahanna and approved by the appropriate 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 Gahanna 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 the City of Gahanna, 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 THE CITY OF GAHANNA:

FOR COLUMBUS:

Rebecca Stinchcomb
Mayor

Greg Davies **Date**
Director of Public Utilities

Approved as to Form:

Approved as to Form:

Shane Ewald
City Attorney

Sarah Harrell
City Attorney

EXHIBIT "A"

PRICING- 2013

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

| ANALYTICAL SERVICES: | PER SAMPLE CHARGE |
|--|-------------------|
| Total trihalomethane | \$40 |
| Haloacetic acid 5 | \$60 |
| Sample collection (labor, vehicle, etc.) | \$25 |

Normal Working Hours are 7:30 AM – 4:00 PM, Monday – Friday

Holidays observed by the City in 2013:

| | |
|-------------|----------------------------|
| January 1 | New Year's Day |
| January 21 | Martin Luther King Jr. Day |
| February 18 | President's Day |
| May 27 | Memorial Day |
| July 4 | Independence Day |
| September 2 | Labor Day |
| October 14 | Columbus Day |
| November 28 | Thanksgiving Day |
| December 25 | Christmas Day |