City of Scottsbluff, Nebraska

Monday, March 7, 2016 Regular Meeting

Item Reports2

Council to consider approving the renewal of existing Sewer Cleaning and Fire Hydrant Maintenance Agreements and authorize the Mayor to sign them for another three year term.

Staff Contact: Mark Bohl, Public Works Director

Agenda Statement

Item No.

For meeting of: March 7, 2016

AGENDA TITLE: Council to consider approving the renewal of existing Sewer Cleaning and Fire Hydrant Maintenance Agreements and authorize the Mayor to sign them for another three year term.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works Department

PRESENTATION BY: Rick Kuckkahn, City Manager, Nathan Johnson, Asst. City Manager

SUMMARY EXPLANATION: This agenda item is for the approval of renewing nine existing agreements where the City provides service to others.

Eight are Sewer Jet Agreements (listed below) where the City provides sewer cleaning service at the request of the Contractee. The cost for this service is set forth in the City's municipal code where routine cleaning is provided at a rate of \$200.00 per hour, and emergency cleaning is \$300.00 per hour.

- City of Bayard
- City of Terrytown
- Sanitary Improvement District 4A (off Highland Road before the Airport)
- Sanitary Improvement District 8 (Country Club Estates) Both sewer cleaning & hydrant maintenance
- Village of Melbeta
- Western Nebraska Community College
- Western Nebraska Veterans Home

One Agreement is for Fire Hydrant Maintenance for Sanitary Improvement District #8 where fire hydrant work is performed at their request for the cost of labor, equipment and parts.

These Agreements are for three years and would continue under the same terms and conditions as in the past.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Approve renewal of Agreements and authorize the Mayor to sign them.				
		EXHIBITS		
Resolution □	Ordinance □	Contract □	Minutes □	Plan/Map □
Other (specify) ☑	Copy of the Sewer	r Cleaning and Fire H	ydrant Maintenance	Agreements
NOTIFICATION LIST: Yes □ No □ Further Instructions □				
APPROVAL FOR	SUBMITTAL:			
		City Manager	•	

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This Agreement is made this to day of February, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the CITY OF BAYARD (hereinafter referred to as "Contractee).

- 1. <u>PURPOSE</u>. Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.
- 2. <u>NATURE OF THE WORK</u>. Scottsbluff agrees to provide the following services at the rates indicated for each:
 - A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
 - B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
 - C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
 - I. Scottsbluff sewer system;
 - II. Scottsbluff storm sewers;
 - III. SID and private systems connected to Scottsbluff's system;
 - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.
- 5. <u>TERMINATION</u>. The term of this agreement shall be three years from the date of it's execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

Title: City clerk	BY: Ifichelle Coolidge TITLE: Mayor
,	CITY OF SCOTTSBLUFF, NE. BY:
ATTEST:	TITLE: <u>Mayor</u>
City Clerk	

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This Agreement is made this day of the contraction, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the CITY OF TERRYTOWN (hereinafter referred to as "Contractee).

- 1. <u>PURPOSE</u>. Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.
- 2. <u>NATURE OF THE WORK</u>. Scottsbluff agrees to provide the following services at the rates indicated for each:
 - A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
 - B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
 - C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
 - I. Scottsbluff sewer system;
 - II. Scottsbluff storm sewers;
 - III. SID and private systems connected to Scottsbluff's system;
 - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.
- 5. <u>TERMINATION</u>. The term of this agreement shall be three years from the date of it's execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

	CITY OF TERRY TOWN
	BY: Ken Speenwall
ATTEST:	TITLE: Mayor -
Linda Green	
Title: City Clerk	
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	CITY OF SCOTTSBLUFF, NE.
	BY:
ATTEST:	TITLE: Mayor
City Clerk	
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AGREEMENT

This Agreement is made this 4th day of March., 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the SANITARY IMPROVEMENT DISTRICT #4A (hereinafter referred to as "Contractee).

- 1. <u>PURPOSE</u>. Scottsbluff is in possession of certain pieces of equipment that arc used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.
- 2. NATURE OF THE WORK. Scottsbluff agrees to provide the following services at the rates indicated for each:
 - A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
 - B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
 - C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
 - I. Scottsbluff sewer system;
 - II. Scottsbluff storm sewers;
 - III. SID and private systems connected to Scottsbluff's system;
 - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

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- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

4. CONDITIONS.

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.
- 5. <u>TERMINATION</u>. The term of this agreement shall be three years from the date of it's execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

	BY: BUILD SHALL
ATTEST:	TITLE: Clark
100200	
Title: Chairman	
	CITY OF SCOTTSBLUFF, NE.
	BY:
ATTEST:	TITLE: Mayor
City Clerk	

This Agreement is made this 200 day of ESCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the SANITARY IMPROVEMENT DISTRICT #8 (hereinafter referred to as "Contractee).

- 1. <u>PURPOSE</u>. Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.
- 2. <u>NATURE OF THE WORK</u>. Scottsbluff agrees to provide the following services at the rates indicated for each:
 - A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
 - B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
 - C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
 - I. Scottsbluff sewer system;
 - II. Scottsbluff storm sewers;
 - III. SID and private systems connected to Scottsbluff's system;
 - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.
- 5. <u>TERMINATION</u>. The term of this agreement shall be three years from the date of it's execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

ATTEST: New York Nison Title: W. Less	SANITARY IMPROVEMENT DISTRICT #8 BY: TROY L. HILYARD TITLE: CHAIRMAN
	CITY OF SCOTTSBLUFF, NE.
	BY:
ATTEST:	TITLE: Mayor
City Clerk	

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- 1. <u>PURPOSE</u>. Scottsbluff is in possession of certain pieces of equipment that are used for the repair, replacement or painting of fire hydrants and Contractee has a water system with fire hydrants that from time to time need maintenance and repair. Contractee desires to contract with Scottsbluff to provide the fire hydrant repair, replacement and painting services (hereinafter referred to as fire hydrant maintenance) upon request.
- 2. <u>NATURE OF THE WORK</u>. Scottsbluff agrees to provide the following services upon request of Contractee at the rates indicated for each:
 - A. Routine fire hydrant maintenance (requested at least seven days in advance which will be scheduled by the Water System Supervisor at Scottsbluff's convenience) will be charged at the current labor and use of equipment rates reflected in Section 6-6-34 of Scottsbluff's Municipal Code plus actual costs for parts and supplies.
 - B. Emergency fire hydrant maintenance (broken hydrant causing flooding and after hour calls) will be charged at the current labor rate reflected in Section 6-6-34 of Scottsbluff's Municipal Code. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3C) and weather conditions.

- A. Travel time to and from the location will be included as part of the time charged.
- B. A minimum of one hour will be charged on all service calls. Other than hydrant painting, all fire hydrant maintenance will require two or more employees.
- C. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
 - I. Scottsbluff water system;
 - II. SID and private systems connected to Scottsbluff's system;
 - III. Other public and private systems.

- D. Scottsbluff shall not be responsible for damage to Contractee's water system or private
- E. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.

facilities connected to the system.

- A. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such insurance with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- B. Contractee agrees to provide at least one person during routine or emergency calls to assist as needed.

5. **TERMINATION**.

The term of this agreement shall be three years from the date of it's execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

	SANITARY IMPROVEMENT DISTRICT #8
	BY: TROY L. HUYARD Try William
ATTEST:	TITLE: CHAIRMAN
Mere Hutcheson Title: Whese	
	CITY OF SCOTTSBLUFF, NE.
	BY:
ATTEST:	TITLE: Mayor
City Clerk	

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This Agreement is made this day of Edward, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the <u>VILLAGE OF MELBETA</u> (hereinafter referred to as "Contractee).

- 1. <u>PURPOSE</u>. Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.
- 2. <u>NATURE OF THE WORK</u>. Scottsbluff agrees to provide the following services at the rates indicated for each:
 - A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
 - B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
 - C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

3. MISCELLANEOUS

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
 - I. Scottsbluff sewer system;
 - II. Scottsbluff storm sewers;
 - III. SID and private systems connected to Scottsbluff's system;
 - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

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- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.
- 5. <u>TERMINATION</u>. The term of this agreement shall be three years from the date of it's execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

	VILLAGE OF MELBETA BY: Cere Insless
ATTEST:	TITLE: Chairman
Houla Lisues Title: Village ClerK/Treasure	.r
	CITY OF SCOTTSBLUFF, NE.
	BY:
ATTEST:	TITLE: Mayor
City Clerk	

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This Agreement is made this _____ day of _______, 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the <u>WESTERN NEBRASKA COMMUNITY COLLEGE</u> (hereinafter referred to as "Contractee).

- 1. <u>PURPOSE</u>. Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.
- 2. <u>NATURE OF THE WORK</u>. Scottsbluff agrees to provide the following services at the rates indicated for each:
 - A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
 - B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
 - C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
 - I. Scottsbluff sewer system;
 - II. Scottsbluff storm sewers;
 - III. SID and private systems connected to Scottsbluff's system;
 - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.
- 5. <u>TERMINATION</u>. The term of this agreement shall be three years from the date of it's execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

ATTEST:	WESTERN NEBRASKA COMMUNITY COLLEGE BY:
Springer Loolidge Title: Admin Seurces Co.	ordinator CITY OF SCOTTSBLUFF, NE.
	·
ATTEST:	BY: TITLE: Mayor
	1/40/1/4
City Clerk	

This Agreement is made this day of e.e., 2016, by and between the CITY OF SCOTTSBLUFF (hereinafter referred to as "Scottsbluff") and the <u>WESTERN NEBRASKA VETERANS HOME</u> (hereinafter referred to as "Contractee).

- 1. <u>PURPOSE</u>. Scottsbluff is in possession of certain pieces of equipment that are used for sewer cleaning and Contractee has a sewer system that from time to time needs cleaning. Contractee desires to contract with Scottsbluff to provide the sewer cleaning services upon request.
- 2. <u>NATURE OF THE WORK</u>. Scottsbluff agrees to provide the following services at the rates indicated for each:
 - A. Routine sewer cleaning services (regularly scheduled preventative maintenance requested at least seven days in advance which will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience) at the rate of \$200.00 per hour.
 - B. Emergency cleaning services (line blockage with sewer backup which has or will cause property damage) will be charged at the rate of \$300.00 an hour. Every effort will be made to respond within 24 hours depending upon priorities then existing within Scottsbluff (as set forth in paragraph 3D) and weather conditions.
 - C. Sewer line inspections by camera equipment will be charged at the rate of \$200.00 per hour and must be requested at least 15 days in advance, services will be scheduled by the Wastewater System Supervisor at Scottsbluff's convenience.

- A. Blockages found to be caused by an improperly maintained grease trap will be charged at double the routine or emergency cleaning rate, whichever the case may be. The determination of whether the blockage was caused by grease will be made by Scottsbluff and its responding crew through visual inspection of the material removed from the line.
- B. Travel time to and from the location will be included as part of the time charged.
- C. A minimum of one hour will be charged on all service calls.
- D. Because Scottsbluff's primary responsibility is to its city service area and the systems connected to the Scottsbluff system, emergency calls will be handled according to the following priority:
 - I. Scottsbluff sewer system;
 - II. Scottsbluff storm sewers;
 - III. SID and private systems connected to Scottsbluff's system;
 - IV. Other public and private systems.
- E. Scottsbluff shall not be responsible for damage to Contractee's sewer system or private facilities connected to the system.
- F. Minimum pipe size in which the sewer jet can be used is eight inches in diameter.

- G. If an emergency takes place in Scottsbluff requiring use of equipment while a job with the Contractee is in progress, Scottsbluff reserves the right to pull that equipment and return to Scottsbluff.
- H. When this contract is executed with an SID, the agreement is void if all residents' sewer bills are not paid current at the time of the request for services.

- A. Before Scottsbluff commences to provide the services above described, Contractee agrees to install and maintain grease traps as are recommended by Scottsbluff's plumbing inspector or wastewater system supervisor. Thereafter, Contractee agrees to properly maintain the grease traps on a schedule as recommended by Scottsbluff.
- B. Contractee agrees to name Scottsbluff as an additional insured on its liability insurance policy and to file a certificate of such concerns with Scottsbluff's City Clerk. Both parties agree that this provision shall not affect the subrogation rights of either party or its insurance company.
- C. Contractee agrees to provide one copy of its sewer system map and to provide at least one person during routine or emergency calls to locate and open manholes as required.
- 5. <u>TERMINATION</u>. The term of this agreement shall be three years from the date of it's execution by Scottsbluff, except that either party may terminate such agreement by giving the other 30 days' written notice.

ATTEST:	WESTERN NEBRASKA VETERANS HOME BY: Paul Lichard TITLE: maint. Supr.
Sipin Boyol Title: Secretary	-
	CITY OF SCOTTSBLUFF, NE.
	BY:
ATTEST:	TITLE:Mayor
City Clerk	-