

WASTEWATER TESTING AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereafter called the City, and THE BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA, University of Nebraska-Lincoln, School of Biological Sciences, a public corporation and agency of the State of Nebraska, hereafter called the University, for the testing of wastewater by the University of Nebraska-Lincoln School of Biological Sciences.

IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

I. TERM

The term of this Agreement shall be from July 1, 2006, to June 30, 2010.

II. SCOPE OF SERVICES TO BE PROVIDED BY UNIVERSITY

The University agrees to perform laboratory tests on wastewater samples supplied by the City to the University's School of Biological Sciences. Such laboratory tests will measure the presence of fecal coliform and *Escherichia coli* bacteria (on a requested basis) in the wastewater samples supplied. The City will deliver water samples to the University and the City shall assume sole responsibility for procedures used in collecting the water samples.

The University will perform such laboratory tests according to standards established by the United States Environmental Protection Agency (EPA) during the entire term of this Agreement. The city will supply reporting forms to the University for the purpose of recording test procedures and results.

III. ADMINISTRATORS OF AGREEMENT

The City appoints the Utilities Coordinator of Lincoln Wastewater, Gary Brandt, as its representative for wastewater samples to administer this Agreement. The University appoints Dr. Paul Blum to administer this Agreement. All notices and correspondence under this

Agreement shall be directed to these administrators.

IV. PERSONNEL

The University agrees to assign Dr. Paul Blum as the supervisor of the test work. The University further agrees to follow EPA guidelines for personnel qualifications for the performance of these tests. The City may at any time examine the qualifications of persons performing the test work. The University will notify the City immediately of any changes in personnel performing the test work.

V. COMPENSATION

Pursuant to this Agreement the City shall pay the University for the testing of wastewater samples delivered on weekdays at a rate of \$15.42 per sample in the first year, \$15.88 in the second year, \$16.36 in the third year, and \$16.85 in the fourth year. The City shall pay the University for the testing of wastewater samples delivered on weekends at a rate of \$30.84 per sample in the first year, \$31.77 in the second year, \$32.72 in the third year, and \$33.70 in the fourth year. Sludge injection site samples will be tested at the same rate as wastewater samples. Wastewater solid samples will be tested at the rate of \$128.52 per sample in the first year, \$132.38 in the second year, \$136.35 in the third year, and \$140.44 in the fourth year.

The City shall pay the University an overhead rate on all compensation of 10% in accordance with other current agreements between these parties. The sums stated shall be the full compensation due to the University for testing services performed by it, including materials, labor, and overhead. In the event of termination of this Agreement before June 30, 2010, the City will pay the University on a monthly prorated basis for wastewater testing based on the number of samples tested for each month after July 1, 2006, that the City actually had water tested under this Agreement. The basic fee for wastewater testing shall be billed by the University and paid to the University on a quarterly basis on the dates of October 1, January 1, April 1, and July 1 of each calendar year. The University shall be obligated to refund money to

the City according to the prorated formula in the event of termination before June 30, 2010, and because compensation was provided to the University prior to the performance of services.

VI. TERMINATION

This Agreement may be terminated at any time by either party for any reason 30 days after giving written notice of termination to the other party. In no event will this Agreement continue past June 30, 2010.

VII. LIMITATION ON SCOPE OF SERVICE PROVIDED BY UNIVERSITY

The University represents that the full extent of its services under this Agreement is limited to identification of the presence of fecal coliforms and *E. coli* in water samples provided by the City. The University does not represent that it interprets the health effects or hazards the number of coliforms pose to drinking water, nor is it obligated by this Agreement to provide such interpretation. The University is not an insurer of the safety of the City's water processing facilities. The University does represent that it will follow where relevant State of Nebraska Department of Health and Human Services Regulation and Licensure testing standards. The University shall notify Lincoln Water System of all test results in a prompt and reasonable manner.

VIII. INDEPENDENT CONTRACTOR

At all times the University shall be deemed an independent contractor. Testing personnel of the University shall not be deemed employees of the City.

IX. INDEMNIFICATION

The City agrees to indemnify and hold the University harmless from any and all liability arising out of water testing pursuant to this Agreement and the City will add the University as an additional insured to the City's general liability insurance. This does not require the City to indemnify or hold harmless the University for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the University.

IN WITNESS WHEREOF the parties have executed this Agreement as of the dates indicated below.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation

City Clerk

Coleen Seng, Mayor

Date

THE BOARD OF REGENTS OF THE
UNIVERSITY OF NEBRASKA,
University of Nebraska-Lincoln


Christine Jackson, Vice Chancellor
for Business and Finance

4/21/06
Date