

MSC95CHM

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	MESA STATE COLLEGE
SUBJECT/PROJECT:	REMOVAL/DISPOSAL OF OUTDATED CHEMICALS USED IN WATER AND WASTE WATER ANALYSIS AND PURIFICATION INDEMNIFICATION
CITY DEPARTMENT:	UTILITIES AND STREETS
YEAR:	1995
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

THIS AGREEMENT is made and entered into this 28th day of November, 1995, by and between Mesa State College, hereinafter referred to as the COLLEGE and the City of Grand Junction Colorado, hereinafter referred to as the CITY.

This agreement specifies terms, conditions, responsibilities and duties of the COLLEGE to and in, indemnifying and holding harmless the CITY, pertaining to the use, reuse and/or disposal of certain chemicals, compounds and constituents all as more particularly identified on the attached Schedule A. Schedule A is incorporated by this reference as if fully set forth.

Furthermore, this agreement specifies terms, conditions, responsibilities and duties of the CITY to and in, indemnifying and holding harmless the COLLEGE, pertaining to the disposal of certain chemicals, compounds and constituents all as more particularly identified on the attached Schedule A.

Due to changes in water and wastewater analysis and purification technology the CITY audited its laboratory for the existence of outdated, unused and inappropriate chemicals, compounds and constituents. The audit disclosed that the CITY had a certain quantity of chemicals, all as more particularly described in Schedule A, that were no longer useful for analysis or treatment of water/wastewater by the CITY. Many of the chemicals, however, are still useful for analytical processes that the CITY does not perform.

The COLLEGE was contacted by the CITY and the COLLEGE agreed after inspection of the chemicals and Schedule A, to take, at no cost to the COLLEGE or to the CITY, the chemicals shown on Schedule A, some of which are hazardous.

Due to the potential for injury, disease or death from the use, reuse, misuse and/or disposal of the items shown on Schedule A, the COLLEGE and the CITY agree as follows:

1. The COLLEGE hereby agrees to indemnify and hold harmless the CITY and its officers, agents and employees from and against any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising from bodily injury, loss, or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use and/or reuse of the chemicals described herein.
2. The indemnification provided for herein shall include but not necessarily be limited to, property damage and/or personal injury of any form and of any degree.
3. The COLLEGE agrees to release and hold harmless the CITY for any and all claims that it may have, raise or assert against the CITY, including but not necessarily limited to direct and consequential damage claims.

4. For injury claims against the CITY resulting from the use or reuse of the chemicals listed in Schedule A, the COLLEGE agrees to investigate, handle, respond to and to provide defense for and defend against, any such liability of, or claims or demands against the CITY, at the sole and absolute expense of the COLLEGE. The COLLEGE shall bear all other costs and expenses as well including but not necessarily limited to, court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false or fraudulent.

5. The CITY hereby agrees to indemnify and hold harmless the COLLEGE and its officers, agents and employees from and against any and all claims, damages, costs, expenses, liabilities or proceedings arising from the disposal by the CITY (or its contractor, if any) of any of the chemicals on Schedule A which are unusable due to deterioration, decomposition or regulation(s) enacted after the effective date of this agreement. The CITY's obligations under this paragraph and generally under this agreement shall only be effective, if at all, upon written notice by the COLLEGE to the CITY, with a copy to the City Attorney, that a chemical or chemicals trigger the provisions of this section. Furthermore, the CITY's obligation under this paragraph, and generally under this agreement, shall be effective only for the quantity of chemical(s) shown on Schedule A and for chemicals in CITY packaged or labeled containers.

6. This agreement shall be effective for such time as the chemicals are not all used, reused, depleted, disposed or destroyed through appropriate use or disposal.

7. Notice to the CITY in accordance with paragraph 5 shall be made in writing, sent postage prepaid, return receipt requested, to:

Laboratory Director  
City of Grand Junction, Colorado  
250 N. 5th Street  
Grand Junction, CO 81501

with a copy to:

City Attorney  
City of Grand Junction, Colorado  
250 N. 5th Street  
Grand Junction, CO 81501.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first written above.

MESA STATE COLLEGE

by: Walter L. Reed

ATTEST:

by: Laura J. Maden

CITY OF GRAND JUNCTION

by: Eileen Sist

ATTEST:

by: Cheryl Kay Bishop  
Notary Public

Mesa County, Colorado

Subscribed and sworn before me this 28 day of November, 1995

SCHEDULE A SURPLUS CHEMICALS FOR MESA STATE	Quant (g)	U = unopened	Hazard Notes X = very toxic
Copper Sulphate	500		
Zinc Acetate	500		
p-Nitrophenol	100		X
Gum Arabic	500		
Iron Chloride	500		
Potassium Chloride	500 (2)		
Calcium Chloride	500 (4)		
Glutamic Acid	200		
Ferroun	25ml (3)		

FAWTPMESA  
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