

A G E N D A
Special Called City Council Meeting
Thursday, August 27, 2020 – 5:00 p.m.

➤ **OPENING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Roll Call

➤ **ITEMS FOR CONSIDERATION**

- **Resolution, Coronavirus Relief Fund (CARES Act):** A resolution of the Mayor and Council of Garden City, Georgia, to authorize the spending of grant funds received from the Coronavirus Relief Fund in the amount of \$456,105.39 for reimbursement of payroll and benefit costs incurred during the eligible grant spending period on public safety employees whose services during such period have been dedicated to mitigating or responding to the COVID-19 public health emergency; and for other purposes.
- **ClearWater Solutions, LLC Contract**

➤ **ADJOURN**

STATE OF GEORGIA

COUNTY OF CHATHAM

RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, TO AUTHORIZE THE SPENDING OF GRANT FUNDS RECEIVED FROM THE CORONAVIRUS RELIEF FUND IN THE AMOUNT OF \$456,105.39 FOR REIMBURSEMENT OF PAYROLL AND BENEFIT COSTS INCURRED DURING THE ELIGIBLE GRANT SPENDING PERIOD ON PUBLIC SAFETY EMPLOYEES WHOSE SERVICES DURING SUCH PERIOD HAVE BEEN DEDICATED TO MITIGATING OR RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, on August 17, 2020, Garden City, Georgia, executed that certain Grant Agreement with the State of Georgia setting forth the terms and conditions applicable to payments being distributed by the State in the form of a grant to the City from the Coronavirus Relief Fund established within Section 601 of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES ACT); and,

WHEREAS, pursuant to the terms of the Grant Agreement, the City has been allocated the amount of \$456,105.39 under the first phase of the grant funding to be liquidated or disbursed by the City between March 1, 2020, through September 1, 2020 (the "Performance Period"), for funding eligible expenditures which have been incurred and services which have been received by the City during the Performance Period; and,

WHEREAS, one of the permitted uses of the first phase of grant funding is to reimburse the City for payroll and benefit costs incurred during for the Performance Period for public safety employees whose services during the Performance Period have been substantially dedicated to mitigating or responding to the COVID-19 public health emergency; and,

WHEREAS, the Mayor and Council wish to formally dedicate the above-mentioned grant funds in the amount of \$456,105.39 for the above-stated payroll reimbursement purpose;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AND IT IS HEREBY RESOLVED that those certain grant funds in the amount of \$456,105.39 allocated to the City for the first phase of funding under the Grant Agreement be disbursed or liquidated by the City prior to September 1, 2020, for the purpose of reimbursing the City for payroll and benefit costs incurred during the Performance Period for services performed by its public safety employees during such Performance Period in mitigating and responding to the COVID-19 public health emergency.

Passed, adopted, approved and effective, this _____ day of August, 2020.

RHONDA FERRELL-BOWLES,
CLERK OF COUNCIL

Received and approved this _____ day of August, 2020.

DON BETHUNE,
MAYOR

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (the “**Contract**”) is entered into on the 4 day of DEC, 2017, between the City of Garden City (“**City**”), whose address is 100 Central Avenue, Garden City, Georgia 31405 and ClearWater Solutions, LLC, (“**Service Provider**”), an Alabama limited liability company qualified to do business in Georgia, whose address is 219 South 8th Street, Suite 3, Opelika, Alabama 36801 and together referred to as (“**the Parties.**”)

RECITALS

WHEREAS, the City and the Service Provider wish to enter into an agreement whereby the Service Provider will manage, operate and maintain the City’s Water and Wastewater Operations (the “system”) and the City will compensate Service Provider for such services;

WHEREAS, the City shall terminate its labor for self-operation, maintenance, and management responsibilities of the System to be effective on the Contract Commencement Date as defined in the Contract, and the Service Provider shall commence operation, maintenance, and management responsibilities effective on the Contract Commencement Date set forth below in Article I, paragraph 13;

NOW, THEREFORE, in consideration of the premises and the agreements contained hereinafter, the parties agree as follows:

ARTICLE I – SERVICE PROVIDER OBLIGATIONS

General Obligations - The Service Provider agrees to:

1. Provide services to City, pursuant to the terms of this Agreement.
2. Manage, operate, maintain and assume all responsibilities, obligations, and commitments associated with this Contract.
3. Operate and manage the System on a 24-hour per day, 7 days per week basis, or as required by GEPD permit.
4. Operate and manage the City Water well system, Wastewater Treatment Plant, Lift Stations and all associated duties.
5. Provide ongoing training and education for appropriate personnel in all necessary areas of modern water and wastewater process control, operations, maintenance, safety, and supervisory skills with the service provider paying for such training and education.
6. Unless capital recommendations are required to meet regulatory criteria, Service Provider shall not be relieved of the responsibility to perform if the recommendations made to the City by the Service Provider for system improvements are not implemented.
7. Maintain an employee safety program and an OSHA compliance program in compliance with applicable laws, rules and regulations and make recommendations to City regarding the need, if any, for City to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to Service Provider’s operations hereunder and federal regulations promulgated pursuant to the Americans With Disability Act (“ADA”). Nothing herein shall be construed to place upon Service Provider a duty to find and report violations of either the safety laws or the ADA at the facilities other than reporting the violations to the City.
8. In an emergency affecting the safety of persons or property, Service Provider may act without written amendment or change order, at Service Provider’s discretion, to attempt to prevent threatened damage, injury or loss.

9. Prepare operating reports, test results, accountings and all other reports as required by federal and/or state law or regulations (including, but not limited to, those which are required by the Georgia Environmental Protection Department), and shall submit them to City for signature and transmittal to appropriate authorities as so requested.
10. Provide all labor and equipment (including replacements) for laboratory testing and sampling presently required by system performance portions of the Water Supply permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state or local rules and regulations, statutes or ordinances, permit or license requirements or judicial and regulatory orders and decrees.
11. Current City employees who become employed by Service Provider shall be allowed to carry over and retain their current accrued Vacation and Sick leave time that they have accrued as if still employed by the City.
12. Recognize all current employees time as employed by City, and hired by Service Provider, when accruing future leave with Service Provider.
13. Will begin work pursuant to this Contract on 1/1/18 (the “**Contract Commencement Date**”).
14. Develop a routine maintenance program in accordance with equipment operations and maintenance manual requirements.
15. Provide computerized systems for the management of maintenance, work orders, process control, and laboratory testing which the City may inspect.
16. Document, on a monthly basis, all repairs and preventive maintenance work including the date, location, time, and brief description of the work performed.
17. Maintain aesthetics of the City’s water wells, wastewater treatment plant and lift stations.

Article II - SERVICE PROVIDER’S SCOPE OF SERVICES

1. This Article shall apply to Service Provider’s services for the City’s Utility Operations as specified in the agreement.
2. Within the design capacity and capabilities of the Systems, Service Provider shall provide the labor to manage, operate and maintain the System so that water produced from the Well(s) and distributed to customers meets the requirements of all federal, state, EPA, GEPD rules and regulations and any/all City ordinances.
3. Shall operate the wastewater treatment facilities and sewage lift station(s) in compliance with all federal and state laws, GEPD regulations and pursuant to good and accepted industry practices for similarly situated contract operators.
4. Perform all routine maintenance, repairs, and replacements under normal working conditions for the System (including all items secured within a building and/or within the fence line of any wells, water tanks, lift stations, or the wastewater treatment plant) utilizing the rebate repair account in the initial amount of \$120,000.00 (projects of single cost items, excluding capital improvements funded by the City pursuant to Article III, Paragraph (1), exceeding \$5,000.00 being subject to the City’s approval).
5. Service Provider shall provide and/or pay for the following:
 - a. Salary and benefits for employees.
 - b. Liability insurance, umbrella insurance, workers compensation insurance
 - c. Offer employee 401(k) retirement incentive plan
 - d. Annual employee bonus and safety incentive programs
 - e. Safety and training of employees
 - f. Professional fees, dues, and subscriptions for ClearWater employees
 - g. Cell / two-way radios
 - h. Safety supplies (i.e., boots, gloves, safety glasses etc.) per year
 - i. Lab testing supplies and compliance testing supplies

- j. All chemicals, reagents, fuel, and lubrication required for the operation of the System including, but not limited to, chlorine, polymer, cleaning chemicals, chemicals used for pH or alkalinity adjustment, etc., fuel required for facility operations, e.g., diesel for generators, and lubrication for equipment per manufacturer's instructions, e.g., oil, grease, etc.
- k. Prepare and submit all scope of service related reports to Georgia EPD and EPA
- l. Grounds maintenance around wells, tanks, office buildings and lift stations
- m. Water loss program monitoring
- n. Fuel for service provider vehicle(s) and for facility operations, e.g., diesel fuel for generators.
- o. 24/7 emergency call outs
- p. Miscellaneous tools and equipment for performing routine maintenance
- q. Tracking of maintenance and QA/QC in the lab and process control testing
- r. Responsible for compliance / fines as a result of failure to comply with permit terms and conditions due to service provider negligence.
- s. Hold harmless the City and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, and lawsuits for reasons resulting from the Service Provider's negligence during the duration of the agreement.
- t. Maintain all manufactures' warranties on new equipment purchased by the City and will assist the City in enforcing existing equipment warranties and guarantees.
- u. Pay for electricity for facilities in the system defined in the scope of services. City to maintain accounts in their name, service provider to reimburse City monthly for actual electric costs.
- v. Maintain all necessary licenses, certifications, and accreditations as necessary to operate, maintain, and manage the system.
- w. Routine repair and maintain the System and the City's facilities and equipment, so as to preserve and improve the City's assets, investments, and services based on rebate repair account and manpower.
- x. Provide water, wastewater testing, monitoring and reporting as required by state, federal, and local law, and industry standards.
- y. Provide annual report to Owner for scope of services provided each anniversary date of agreement.
- z. Utilize current City vehicles and equipment during the scope of services.
- aa. Provide inventory of City's assets within 90 days of contract start date and provide to City representative.
- bb. Provide computerized systems for the management of maintenance, work orders, process control, and laboratory testing which the City may inspect.
- cc. Document, on a monthly basis, all repairs and preventive maintenance work including the date, location, time, and brief description of the work performed.
- dd. Maintain aesthetics of the City's water wells, wastewater treatment plant and lift stations.

Article III – CITY'S DUTIES

The City agrees to:

1. Fund any capital costs for replacement of defective equipment or for the new installation of equipment deemed necessary to improve facilities.
2. That any loss, damage, or injury resulting from City's failure to provide capital improvements and/or funds when reasonably requested by Service Provider shall be the sole responsibility of City.

3. Keep in force all Project warranties, guarantees, easements and licenses that have been granted to City and are not transferred to Service Provider under this Agreement.
4. Provide all insurance and rent on all City owned/utilized buildings and locations used under the agreement by Service Provider.
5. Provide the use of office spaces, buildings and shop area currently being used by the City.
6. Provide the current vehicles and equipment, maintenance parts and material.
7. Responsible for all debt service payments on City-owned property.
8. Pay for all building maintenance repairs for other departments not in scope of services.
9. Pay for all computer support cost for City owned equipment.
10. Pay for engineering/professional services not in scope of services.
11. Responsible for all existing service agreements with uniform, cellphone or other providers until the contract termination date of such agreements between the City and vendor.
12. Provide current asset list for equipment, building for contract exhibit lists for reference and inventory by service provider.
13. Responsible for all costs for future capital costs during the term of the agreement with the service provider.
14. Fund electricity costs for the System's facilities.
15. Maintain a maintenance contract for water tank maintenance and painting.
16. Maintain a Risk Management Plan for the Wastewater Treatment Plant.

Article IV - COMPENSATION

1. Service Provider's compensation under this Agreement for year one (1) of this contract shall consist of an Annual Fee of \$686,686.00 or \$57,223.83 per month. The annual fee covers all items listed in Article II-1. A breakdown of the Annual Fee is attached hereto as Appendix F.
2. Service Provider and the City will negotiate an increase/decrease to the annual fee three (3) months before the anniversary date of each year. If at any time the Service Provider and the City should not agree on an increase/decrease to the annual fee, then the basis for increase/decrease shall be the current CPI/ECI, All Urban Users, and Southern District. Appendix D.
3. The Maintenance and Repair Limit included in the Annual Fee is One Hundred and Twenty Thousand Dollars, (\$120,000.00). The Maintenance and Repair Limit shall be negotiated each year at least three (3) months prior to the anniversary of this Agreement's commencement date.
4. If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit of One Hundred and Twenty Thousand Dollars (\$120,000.00) for any Agreement year, Service Provider will rebate the entire difference to the City. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, the City will pay the excess to Service Provider. Service Provider will notify the City when actual Maintenance and Repair expenditures equal eighty percent (80%) of Maintenance and Repair Limit.
5. Service Provider shall provide City a monthly report detailing what money is used from the Maintenance and Repair budget amount, giving a running total of the balance along with original copies of invoices for the City's records.

Article V - PAYMENT OF COMPENSATION

City shall be obligated to make the following payments:

1. One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable by the 15th of the month that services are provided,
2. All other compensation to Service Provider is due upon receipt of Service Provider's invoice and payable within thirty (30) days.

3. City shall pay interest at an annual rate equal to the prime rate, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

Article VI - SCOPE CHANGES

1. Service Provider will request a rate adjustment on the annual fee, which the City will entertain in good faith, based on the following:
 - a. If, at any time, the cost to operate the system due to new permits, rules, regulations or requirements relating to the operation of the system or other matters contained in the Agreement, and in the event that compliance by Service Provider with such new permits, ordinances, rules, regulations, or requirements would materially increase Service Provider's cost of performing under the Agreement, then the City and Service Provider shall mutually agree on an Amendment to the existing Agreement to modify the Contract. In turn, if the above would reduce the said contract then Service Provider and the City would agree on a reduction to the annual fee.
 - b. The Service Provider will negotiate with the City an increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in the project operation, reporting requirements, monitoring requirements, level of treatment required, personnel qualifications or staffing required by a governmental agency having jurisdiction over such changes.
 - c. If both parties mutually agree, the scope of services shall be modified to include additional scope of service outside this binding agreement, once approved by the governing body of the City, this agreement shall be modified to included agreed upon changes.
 - d. Any agreed upon Out of Scope work will be marked up at a rate of twenty percent (20%) for labor and consumables used to perform the work by service provider

Article VII - TERM, TERMINATION AND DEFAULT

1. This Professional Service Agreement shall take effect on the Contract Commencement Date and remain in effect for two (2) years with two-one-year renewals. If the City does not provide the Service Provider written notice more than 90 days of the end date of the agreement, the term will automatically renew for the additional one (1) year.
2. Notwithstanding the term of this Professional Service Agreement, the City or Service Provider may terminate the Agreement for convenience at any time during the Agreement by giving the City or Service Provider 120 days prior written notice of such termination. Upon notice of termination for convenience by City, Service Provider shall assist City in assuming operation of the Project. If Service Provider incurs additional cost at request of City, City shall pay Service Provider such cost within 45 days of invoice receipt.
3. The City may terminate this Agreement for cause by reason of the Service Provider's defaulting upon any term, provision, condition, or covenant of this Agreement if the Services Provider does

not cure such default within forty-five (45) days after receiving written notice from the City of such default. Upon such termination for cause, the Service Provider shall be liable to the City for any damages and excess costs occasioned thereby.

4. Upon termination of this Agreement and all renewals and extensions of it, Service Provider shall return the Facilities to City in the same condition, as it was upon the effective date of this Agreement, ordinary wear and tear excepted and accepted by City.

Article VIII - DISPUTES AND FORCE MAJEURE

1. In the event activities by employee groups or unions unrelated to Service Provider cause a disruption in Service Provider's ability to perform at the Project, City, with Service Provider's assistance or Service Provider at its own option, may seek appropriate injunctive court orders. During any such disruption, Service Provider shall operate the facilities on a best-efforts basis until any such disruptions cease.
2. Neither party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to any unforeseen circumstances beyond its reasonable control or force majeure.
3. If a claim or dispute arises between the parties under this Agreement or the performances of any obligations set forth herein, the parties agree first to endeavor in good faith to resolve such claim or dispute equitably through negotiation or mediation.
4. Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.

Article IX - INDEMNITY, LIABILITY AND INSURANCE

1. Service Provider agrees to protect, defend and hold the City and its officers, employees and agents harmless from and against any and all loses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of any failure of Service Provider to perform its obligations pursuant to this Agreement.
2. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix A. Except as provided in subparagraphs 1 and 2 above, each party assumes the risk of loss or damage to its respective property and employees and shall maintain broad form property, workers compensation, and general liability insurance in order to protect both parties to this agreement against any such loss. Each party shall provide the other party with satisfactory proof of insurance. All of the Service Provider's policies except that for Workers' Compensation shall name the City as an additional insured and contain a waiver of subrogation in favor of City where appropriate, but only to the extent of the Service Provider's performance and indemnification obligations pursuant to this Agreement.
3. Service Provider and City shall be responsible for and maintain employee insurance for its

employees, including workers compensation insurance and general liability coverage for their respective employees. Neither party shall be liable to the other in an action or claim for the negligence of an employee of the other.

4. Each party agrees that it shall not assert any claim for indirect, incidental, consequential, special, punitive or exemplary damages including, but not limited to, claims for lost revenue, profit or business reputation, whether based in tort or contract.

Article X – ASSIGNMENT OF CONTRACT

The Service Provider shall not assign this Agreement or any portion of the authorized services to be performed or furnished hereunder without prior written approval of the City.

Article XI – NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the first page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Article XII – SURVIVAL

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of the Service Provider under this Agreement or the termination of this Agreement for any reason.

Article XIII – SEVERABILITY

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Service Provider, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Article XIV – CONTROLLING LAW

Unless otherwise specified, this agreement shall be governed by the laws of the State of Georgia. Any legal actions arising out of the performance of this Agreement shall be heard in the Chatham County, Georgia court system.

Article XV – SERVICE PROVIDER'S COMPLIANCE WITH LAWS AND REGULATIONS

The Service Provider shall comply with all applicable local, state, and federal laws and regulations as they pertain to the City's water well system, wastewater treatment plant, and lift stations. The Service Provider will pay all fines and surcharges resulting from the negligence or intentional acts of the Service Provider, which may be imposed by the regulatory agency having jurisdiction for violations associated with permits issued with respect to the City's water well system, wastewater treatment plant, and lift stations; provided, however, that the Service Provider shall have no such obligation in the event that such violations are the result of violations of the design limitations of the facilities as established by the United States Environmental Protection Agency and the Georgia Environmental Protection Agency under the permits issued by such authorities.

Records maintained by the Service Provider will be in compliance with all applicable laws and regulations. These records, capable of providing historical data and trend, will be the property of the City. The Service Provider will

maintain these records at the water operations site and/or the wastewater treatment facility, available during the terms of this Agreement for use by authorized City personnel. The Service Provider agrees to provide City's officials with access to the water and wastewater facilities at any time, upon reasonable prior notice.

Article XVI – NONDISCRIMINATION

The Service Provider agrees and shall refrain from unlawful discrimination in employment; shall undertake affirmative action to ensure a quality of employment opportunity; shall comply with procedures and requirements of all applicable regulations concerning equal employment opportunity and affirmative action; and shall provide such information with respect to its employees and applicants for employment and assistance as required by any regulatory state or local governmental agency.

Article XVII – WAIVER

The failure on the part of either party to insist in any one or more cases upon the strict performance of any of the provisions of this Agreement, or exercise any right, remedy or option herein contained, shall not be construed as a waiver of such provision, right, remedy or option in any other case or similar cases. Any waiver shall be in writing, and signed by the party to be charged, in order to be enforceable.

Article XVIII – ENTIRE AGREEMENT, COUNTERPARTS AND AMENDMENTS

This Agreement, together with the exhibits and appendices as incorporated herein, shall constitute the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all other prior agreements, representations and understandings, both written and oral, except to the extent incorporated in this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but which together shall constitute a single instrument. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties hereto, except that any of the terms or provisions of this Agreement may be waived in writing at any time by the party which is entitled to benefits of such waived terms or provisions. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof (whether or not similar). No delay on the part of any party in exercising the right, power or privilege hereunder shall operate as a waiver thereof.

Article XIX – NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended to and shall not confer upon any other person, other than the Parties hereto, any rights or remedies with respect to the subject matter hereof including.

Article XX – INDEPENDENT CONTRACTOR

The Service Provider is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, subcontractors, agents, and operations. Neither the Service Provider nor anyone employed by it shall be, represent, act, purport to, act, or be deemed to be the agent, representative, subcontractor, employee, officer, or servant of the City.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Agreement on the dates appearing adjacent to their respective signatures.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions necessary to bind the parties to the terms of this Agreement have been and will be taken.

City of Garden City, Georgia

By: *[Signature]*

Name: RONALD FELDNER

Title: CITY MANAGER

Date: 12/4/17

ATTEST: *Jackie L. Jackson*

ClearWater Solutions, LLC

By: *[Signature]*

Name: Rick A. Hoff

Title: President

Date: 11/29/17

ATTEST: *[Signature]*

APPENDIX A
Insurance Coverage

Service Provider Shall Maintain:

Workers' Compensation

- Statutory workers' compensation for all of Service Provider's employees at the project as required by the State of Georgia.
- Employer's Liability Per occurrence \$1,000,000 Per person \$1,000,000

Commercial General Liability Insurance

- Each Occurrence \$1,000,000
- Property Damage \$100,000
- Personnel Injury \$1,000,000
- Products – Operations \$1,000,000
- Excess Liability - Umbrella Liability General Aggregate \$3,000,000 Each Occurrence \$3,000,000

Automobile Liability:

- Bodily Injury: Each Person \$1,000,000 Each Accident \$1,000,000
- Property Damage Each Accident \$1,000,000
- Combined Single Limit (Bodily Injury and Property Damage): Each Accident \$1,000,000

Pollution / Environmental Liability:

- Each Occurrence \$1,000,000 General Aggregate \$2,000,000

Leased/Rented Equipment:

- Each Occurrence \$300,000

Contractual Endorsement:

- Bodily Injury and Property Damage
- Each Occurrence \$1,000,000 General Aggregate \$1,000,000

City Shall Maintain:

1. Automobile liability insurance for collision, comprehensive, and bodily injury on all vehicles owned by the City.
2. City shall maintain insurance on all property owned by the City, including without limitation, City owned tanks, wells, lift stations, wastewater and water facilities, buildings, etc.

APPENDIX B
Location of Project

Wells- City to provide location
Lift Stations- City to provide location
Wastewater facilities – City to provide location

APPENDIX C
City Equipment and Rolling Stock

Inventory is based on information provided by City of Garden City.

City to provide current equipment and rolling stock.

APPENDIX D
Base Fee Adjustment Formula

$$ABF = BF \times AF$$

Where:

- BF = Base Fee specified in Article IV.1
ABF = Adjusted Base Fee
AF = Adjustment Factor as determined by the formula:

$$AF = \frac{((ECI) \cdot .50 + ((CPI) \cdot .50))}{100}$$

In the event that the base fee is calculated using the base fee formula above then annual increase shall not exceed five percent (5%) nor be less than two percent (2%).

- ECI = The twelve-month percent change (from the third quarter of the prior year to the second quarter in the current year) in the Employment Cost Index for Total Compensation for All Civilian Workers, and All Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU101000000000A (B,C).
- CPI = The twelve-month percent change (from the third quarter of the prior year to the second quarter in the current year) in the Consumer Price Index for the U.S. City Average, All Items, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SA0.

APPENDIX E
Definitions

1. “**Annual Fee**” means a predetermined, fixed sum for Service Provider’s services. The Annual Fee includes Cost and profit.
2. “**Capital Expenditures**” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Five Thousand Five Hundred Dollars (\$5,000); or (2) major repairs which significantly extend equipment or facility service life and cost more than Five Thousand Dollars (\$5,000) or (3) expenditures that are planned, non-routine and budgeted by City. Capital Expenditures less than \$5,000 shall be paid by the Service Provider and charged to the Maintenance and Repair Limit account. All materials purchased by the City or by the Service Provider but charged against the Maintenance and Repair Limit, shall be the property of the City.
3. “**Direct Cost**” means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, postage, tools, memberships and training supplies.
4. “**Maintenance**” means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by Service Provider to maximize the service life of the equipment, vehicles and facilities.
5. “**Chemicals**” means those products used to treat the water and wastewater systems to meet water quality or permit requirements, included solids disposal chemicals and lift stations.
6. “**Maintenance and Repair Limit**” means the total Maintenance and Repair expenditures that Service Provider has included in the Annual Fee. Such expenditures exclude any labor costs for Service Provider’s staff assigned to the Project. Service Provider’s specialized maintenance personnel, not assigned to the Project, who provide such specialized services such as, but not limited to, electrical analyses, instrumentation maintenance and equipment repair will be charged to the Maintenance and Repair Limit. It is the intent of the parties that “Maintenance Cost” will include the actual cost of materials used for repairs and maintenance such as new pumps, pipe(s), valves, fittings, etc., but does not include the cost of labor unless it is specialized labor as indicated above in this paragraph 6.
7. The “**Project**” means all equipment, vehicles, grounds, rights of way, sewer lift stations and facilities described in Article I and where appropriate, the management, operations and maintenance of such.
8. “**Repairs**” mean those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, or facilities or some component thereof.
9. “**Unforeseen Circumstances**” shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, state or federal administrative agency, court or governmental body, and (iii) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.
10. “**Adequate Nutrients**” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
11. “**Biologically Toxic Substances**” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes

necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of OWNER's NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.

12. "**BOD**" means Biochemical Oxygen Demand.

13. "**TSS**" means total suspended solids.

APPENDIX F
Annual Fee for First Full Year
of Operation for the Current
Scope of Services

SERVICE	COST
EXPENDITURES	
Personal Services	\$337,952
Materials/Supplies	\$62,056
Maintenance & Repair Limit	\$120,000
Drinking Water EPD Permit and Wastewater NPDES Permit Compliance Monitoring	\$51,700
Administration/Overhead/Profit	\$106,530
Other – Amortization Start Up Cost	\$8,448
TOTAL PRICE	\$686,686

See the attached Exhibit “A” for a more detailed breakdown of fees.

GARDEN CITY GEORGIA

	CWS Cost	
Personel Services		
Salaries	\$ 234,187	
Overtime	\$ 2,932	
Group Ins	\$ 50,624	
Social Security	\$ 17,899	
Medicare	\$ 2,950	
Retirement Contributions	\$ 14,891	
Workers Comp	\$ 14,469	
Total	<u>\$ 337,952</u>	
 Material & Supplies		
Vehicle Maint & Rep	\$ 7,700	
Insurance, other than employee	\$ 8,100	
Communications	\$ 7,500	
Uniforms	\$ 4,200	
Computer Equipt & Software	\$ 4,500	
Gasoline/Diesel	\$ 5,056	
General maint/cleaning	\$ 3,500	
Polymer	\$ 11,000	
Chlorine	\$ 10,500	
	<u>\$ 62,056</u>	
Maintenance & Repair Limit	<u>\$ 120,000</u>	\$ 120,000
 Drinking Water Montioring		
Water	Lab \$ 30,750	
Wastewater	Lab \$ 20,950	
	<u>\$ 51,700</u>	
 Admin Overhead Profit		
Postage/Office supplies	\$ 800	
Physicals/Testing	\$ 2,530	
Travel	\$ 1,200	
Dues & Fees	\$ 1,500	
Education & Training	\$ 2,500	
Licenses for Personnel	\$ 2,000	
Overhead	\$ 16,000	
	<u>\$ 26,530</u>	
Ammortization	\$ 8,448	\$ 8,448
Sub-Total	\$ 606,686	
 Profit	 <u>\$ 80,000</u>	 \$ 80,000
 Total	 <u>\$ 686,686</u>	