

REQUEST FOR PROPOSAL

**OPERATION, MAINTENANCE AND MANAGEMENT SERVICES
FOR PUBLIC WORKS, FLEET REPAIR AND MAINTENANCE,
WATER SEWER AND WASTEWATER TREATMENT SERVICES**

ISSUED BY THE CITY OF PEMBROKE

Sealed proposals, subject to the terms and conditions of this Request for Proposal (RFP) for the purchase of the above-referenced services used by the City of Pembroke will be received at Pembroke City Hall, 353 North Main Street, Pembroke, Georgia, 31321 until

3:00 PM (Eastern Time), May 15th, 2025

at which time the responses will be opened, and the name of the respondents publicly read in the Council Chambers. Responses received after the specified time will be returned unopened.

All questions should be directed to Chris Benson via email at administrator@pembrokega.net no later than 12:00 PM (Eastern Time) on April 18th, 2025.

No Service Provider’s employees or anyone representing the Service Provider shall contact by any method any City staff or elected officials from the date the RFP is advertised until the time of official award. The email communication approach will ensure that all questions or comments can be addressed by addenda. Any Proposer in violation of this section shall be disqualified from bidding on the RFP.

No proposal may be withdrawn for a period of sixty-five (65) days after the above proposal opening date. The City reserves the right to waive any informality in any/all proposals as may appear to be in the best interest of the City or to reject any/all bids.

LEGAL NAME OF CONTRACTING COMPANY

CONTACT PERSON

TITLE

TAXPAYER IDENTIFICATION NUMBER

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS

COMPLETE MAILING ADDRESS

CITY/STATE

ZIP CODE

STREET ADDRESS

(if different)

CITY/STATE

ZIP CODE

AUTHORIZED SIGNATURE

GENERAL INFORMATION

a. SCOPE

The City of Pembroke, Georgia (City) is requesting a proposal from firms (Firm) capable of entering into a minimum two (2) year contract to provide professional services for one or more of the following services (i) operation, maintenance and management of the public works (“DPW”), (ii) fleet repair and maintenance (“Fleet R&M”), and (iii) water, sewer and wastewater treatment services (“Water and Sewer”). Facilities to be operated, maintained, and managed are:

1. For the DPW:
 - a. Public Works Department - Streets and Drainage with approximately 36± miles of paved roads; 38± miles of rights-of-way; 36± miles of ditches.
2. For Fleet R&M:
 - a. Vehicle Maintenance - vehicles serving Police, Fire, and Heavy Construction, mower, earth moving, refuse hauling, and other miscellaneous functions, including 55 pieces of rolling stock plus small tools and equipment.
3. For Water and Sewer:
 - a. Water Maintenance consisting of 2 wells, 2 elevated tanks, 38± miles water distribution main;
 - b. Wastewater Treatment consisting of .5 MGD capacity Land Application System (LAS); and future .5 MGD mechanical treatment plant in 2026.
 - c. Sewer Maintenance including 27± miles gravity line; 7.5+ miles pressure force main, 12 lift stations; and
 - d. Installation, repair, and maintenance of new water meters.

Any Firm may submit a proposal for the DPW, Fleet R&M, or Water and Sewer, individually, multiple, or all three professional services.

The Scope of work includes, but is not limited to, the following general areas:

FOR ALL PROFESSIONAL SERVICES:

1. Personnel: Firm shall employ all staff necessary to carry out the functions described in the RFP and will pay all costs associated with such employment. Employees will be paid fair wages as appropriate to the City’s labor market. All personnel management will be in accordance with City, State and Federal laws. City is requiring the named project manager to possess a Class 1 Water AND Class 1 Wastewater License at the time of the contract start date.

FOR DPW:

1. System Maintenance: Firm will employ maintenance staff as required to properly maintain the City systems in accordance with accepted industry maintenance practices. Staff will be properly trained and certified as appropriate to perform preventative and corrective maintenance activities as required. Firm will also maintain a warehouse of spare/repair parts and materials for use in maintaining the facilities. Maintenance data will be maintained in a computerized maintenance management software (CMMS) program. All maintenance records will be maintained in accordance with City, State, and Federal requirements. At minimum, the City requires that a Master Electrician is on staff to oversee the wide variety of electrical maintenance required annually within the distribution system, collection system, and treatment plant. Proof of licensure in the State of Georgia is required. Within the design capacity and capability of the Sewer Collections System, Firm will manage, operate, and maintain the system so that free flowing conditions are maintained, and overflows are minimized. The Firm shall respond to blockages within one hour of notification. Firm will maintain a record

of activities, including: routine cleaning; the date, location, and feet of lines severed; for blockages.

FOR FLEET R&M:

1. Vehicle and Equipment Maintenance: Firm will employ a staff numbering no less than 2 employees performing routine, preventative, and corrective maintenance on City-owned vehicles and equipment. All maintenance data will be maintained in a CMMS program. This program must be capable of tracking all vehicle repair history to monitor performance and suitability of vehicle specifications. Fleet maintenance manager must possess EVT and ASE Certifications. Specialized diagnostic maintenance will be performed by the Firm's mechanics unless the needed equipment is not available to them. In such case, mechanics will have a local dealership perform the required service and invoice the City directly. The City emergency and police equipment will have the first priority in the repair order.

FOR WATER AND SEWER:

1. Water Distribution System: Firm shall employ all distribution system operational staff as required to operate City's water distribution system in accordance with best management practices and to ensure compliance with all City, State, and Federal requirements and regulations. Staff will be properly trained and certified as required by the State of Georgia. Firm will be responsible for repairing water leaks, pipe breaks (not less than two (2) hours after being notified), meter reading, fire hydrant repairs and maintenance, flow testing, new service installations, work orders, meter cut-offs/ons, service restoration, emergency repairs, exercising water valves, as well as other services necessary to operate the water distribution system. Firm will also be responsible for sampling and reporting for water system permit compliance and reading City water meters. Within the design capacity and capability of the Water System, manage, operate and maintain and repair the treated water distribution system in accordance with generally accepted industry standards, environmental regulations, and the City's standards in such a manner as to efficiently deliver treated water to the City's customers. Firm will use industry standards when repairs are made to the distribution system. Firm shall not be responsible for making repairs on the customer's side of the water meter. Firm shall perform transmission and/or distribution line locate requests within 48 hours of the request. Firm shall install new water service connections and/or water meters in a timely manner and in no event later than the third (3) working day after receipt of a work order calling for such installation, unless any delay beyond three (3) working days is due to unavailability of parts or circumstances outside of the control of the Firm which prevent installation, in which case such work will be completed as soon as the parts are obtained. All work orders shall be completed in a timely manner or as needed by the City staff. Firm will perform all routine maintenance and repairs under normal working conditions for the system including, public works, vehicle maintenance and repairs under normal working conditions for the system stations parts and materials, tools and equipment.
2. Wells: Firm will have experience in the operations and maintenance of groundwater systems similar to that of the City.
3. Public Works Department: Firm will manage the Public Works Department and have employees trained in street and sidewalk repairs and maintenance, traffic control devices, grass cutting, right-of-way maintenance, sanitation, storm-drain cleaning, storm-drain pumping, canal and ditch cleaning and maintenance, as well as all related duties associated with such. Household Recycling Collection will be performed each Monday. Christmas Decorations will be maintained and installed following the week of Thanksgiving and returned to storage the second week following New Year's Day. Traffic Control assistance will be furnished for annual Christmas Festival and or other festivals or parades, and, if needed, during an emergency situation. Emergency assistance will be provided in the event of a disaster, natural or manmade, clearing of streets or fallen trees and debris, cave-ins, wash out etc. In the course or performing work on the City's systems, the Firm shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of excavation in accordance with the City's standards and specifications for construction and traffic control procedures. City shall have the right to inspect and test any or all excavation, backfilling and compaction, and resurfacing operations to assure conformance with the City's standards and specifications for such construction.

4. Wastewater Collection System: Firm will employ all collection system operational staff as required to operate City's wastewater collection system in accordance with the best management practices and to ensure compliance with all City, State and Federal requirements and regulations. Staff will be properly trained and certified as required by the State of Georgia. Firm will be responsible for sewer backups, installation of sewer taps, line breaks, manhole locations and repairs, and sewer overflow responses. Firm will assist the City in the reduction of inflow and infiltration (I&I). Firm will have capability and the equipment to provide flow monitoring, cleaning and video inspections of lines, and smoke testing experience and equipment. Personnel shall be certified in Pipeline and Manhole Assessment through NASSCO's PACP and MACP Program. Firm shall have experience with enforcing a FOG program similar to that of the City.
5. Wastewater Treatment Plant: Firm will operate, manage and maintain the existing Facility in accordance with all City, State and Federal standards. Firm will also conduct all laboratory testing sampling and reporting as required by the City's permit and by the State and Federal and Safe Drinking Water Regulations. In addition, Firm will administer any Industrial Pretreatment Program. Firm will maintain all required certifications.
6. Meters. Installing and maintaining new water meters for the entirety of the City with a completion date on or before December 31, 2028.

b. OPERATIONS CONTRACT PURPOSE AND OBJECTIVE

The City is seeking to maximize the community's benefit and use of the Public Works, Water, Wastewater and Vehicle Maintenance Facilities by contracting with an experienced and/or capable private management company. The goals and objectives listed below should assist submitting companies in developing their specific proposal and should be considered to represent minimum standards for managing and operating the departments.

1. To enhance the quality of life for the residents and customers of City by providing a safe and plentiful water supply in an economic and efficient manner
2. To staff, manage, operate, maintain and, when needed, expand the Water Distribution and Wastewater Collection Systems (collectively, the "Systems"):
 - a. To the highest Industry standards;
 - b. In compliance with and pursuant to all manufacturer's warranties and recommendations with respect to City equipment and assets;
 - c. In compliance with all applicable State, Federal and City laws;
3. To provide emergency and on-call customer and facilities support service 24 hours a day, seven days a week
4. To obtain and maintain all listed required licenses, certifications, and accreditations as necessary to operate, maintain and manage the Systems at the highest level.
5. To protect, repair, and maintain the Systems and the City's facilities and equipment with a full-scale asset management and CMMS program so as to preserve and improve the City's assets investments and services.
6. To provide the highest level of friendly, reliable, professional and responsive customer service utilizing to the extent feasible the City's existing assets, facilities, office and equipment.
7. To promote the City, its Systems and services in a manner that enhances the reputation of the City.
8. To hire local citizens and existing City staff to the extent feasible, and use local merchants and service providers to the extent possible.
9. To include input from the citizens and community leaders, in addition to the City's customers and interconnection recipients, in developing operations and programming.

10. To operate the Systems pursuant to the annual budget and fee schedule adopted by the City using the City's existing assets, resources and leases.
11. To provide all water, wastewater testing, monitoring and reporting as required by State, Federal and City law and industry standards.
12. To monitor all related department practices and performances and recommend changes and/or adoption of innovation or replacement of systems to achieve the highest efficiency possible.
13. To document, on a monthly basis, all repairs and preventive maintenance work including the date, location, time, and brief description of the work performed.
14. To provide computerized systems for the management of maintenance, work orders, process control, and laboratory testing which the City may inspect.
15. To provide an inventory of the City's assets within ninety (90) days of contract's start date.
16. To provide meetings at agreed intervals with Mayor, Council members, and City Administrator to discuss contract performance and progress of project objectives.
19. To partner with the City in a comprehensive and mutually beneficial alliance to provide for the efficient delivery of services both routine and supplemental as may be required by emergency and unexpected events.

c. INQUIRIES

All questions should be directed to Chris Benson, via email at administrator@pembrokega.net no later than 12:00 PM (Eastern Time) on April 18th, 2025.

d. SUBMITTAL

Proposals shall be enclosed in sealed envelopes addressed to:

City of Pembroke
353 N. Main Street
Pembroke, GA 31321

The name, address and telephone number of Proposal respondent, the date and hour of the Proposal opening, and the proposal name and number shall be printed or written on the outside of the shipping envelope. The City is not responsible for misdirected Proposals that are not properly labeled. Electronic or faxed proposals will not be considered. Four (4) paper copies and one electronic version on USB flash drive of your proposal shall be submitted to the City on or before the opening date.

e. PROPOSAL REQUIREMENTS

The proposal shall include the following:

1. RFP package cover sheet must be submitted and signed by a person or persons legally authorized to bind the responding firm.
2. RFP shall be itemized for cost of services for each professional service in which a RFP is provided by the Firm. The RFP may be for all or a portion of the professional services sought by the City under this RFP, provided that, any RFP for one or more scope of services shall itemize the cost of services.
3. Cover Letter: The cover letter should be signed by the principal contact and express the company's interest in entering into a contractual relationship with the City. The letter should designate the name and address of the principal contact, telephone number, and email address. The letter should not be more than 2 pages and should include the following:
 - a. A brief statement of the Proposer's understanding of the scope of the work to be performed.

- b. Confirmation that the Proposer meets the appropriate State licensing requirements to perform the necessary services. To ensure this, the City is requiring the named project manager to possess a Class 1 Water AND Class 1 Wastewater License at the time of the contract start date as well as a Master Electrician Licensed in the State of Georgia on staff. Copies of those licenses are required with submittal.
 - c. Confirmation that the Proposer has been in business for at least 10 years performing operations, maintenance and management services for other government agencies similar in nature to the RFP and had at least one three-year contract for systems of compatible size and complexity.
 - d. Confirmation that the Proposer has not had a record of substandard work within the last five years including lawsuits, state or federal investigations and premature contract terminations.
 - e. Confirmation that the Proposer has not engaged in any unethical practices within the last five years.
4. Background and Experience
- a. Provide the full name, tax identification number, and corporate office address of the Proposer which would ultimately enter into a contract with the City, if selected.
 - b. Describe the Proposer's workload and current capacity to accomplish the requested services.
 - c. Provide experience with at least 3 current government contracts for operations, maintenance and management services comparable in size and complexity to this RFP within a 100-mile radius of the City. Include the client name, scope of services, description of each facility in terms of size and processes, contract start date, contract term, and any other relevant information that demonstrates the Proposer has the experience to successfully complete the scope of services listed in this RFP.
 - d. Demonstrate the Proposer's ability to provide immediate and substantive support during an emergency including available staff and equipment for rapid support, if required, and verification of the ability to self-perform 80% of all emergency repairs.
 - e. Provide a list of at least five (5) client references in Georgia similar in nature to this RFP. The reference list should include client contact, phone number, email address and a brief description of the contracted operations services. Include any available client recommendation letters.
5. Professional Qualifications
- a. Provide an organization chart of key project staff.
 - b. Include resumes or curriculum vitae of staff members that will be involved in the on-site oversight of the services.
 - c. Provide proof of licensure required in this RFP for the project staff.
 - d. Evidence that there are extra staff and equipment to supply any necessary maintenance or emergencies services to the City.
 - e. Preference will be given to respondents with emergency operation experience. Members of the team need to have experience working under the Incident Command System. Proof of training will be required for preference.
6. Project Approach
- a. Describe your approach and other responsibilities that indicate how the Proposer will perform operations, maintenance and management services for the scope of work listed in this RFP.

- b. Describe any enhancements the Proposer will make in operations and maintenance of the scope of services and City's assets.
 - c. Describe your approach for performing preventive maintenance, corrective repairs and capital planning.
 - d. Proof of a dedicated computerized maintenance management system including examples of real work orders. A minimum of 10 for each category: Water, Wastewater, Collection System, Street Maintenance and Fleet (Client information should be redacted).
 - e. Provide information on Proposer's safety performance.
7. Cost Proposal: A cost proposal shall be provided and must include the following.
- a. Personnel - salaries, wages, overtime, pay differential, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave and other costs directly attributable to employees.
 - b. Overhead related expenses – uniforms, cell phones, computers, office supplies, insurance, legal fees, marketing, training and education, taxes, travel and personal protective equipment.
 - c. Itemization of costs for each professional service to be provided by the Firm.
8. Certificate of Insurance
9. Draft Operations, Maintenance and Management Contract: Include a draft agreement for the City to review. Some of the general provisions the City will expect to see in any final agreement are as follows.
- a. Provisions for liability for the payment of fines and/or civil penalties levied against the Firm and/or City by any regulatory agency having jurisdiction, as result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the Firm's negligence during the period of the contract.
 - b. Provisions for compliance with all applicable law and regulations regarding the operation, maintenance and management of the facilities/systems and reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.
 - c. Provision of indemnification and hold harmless of the City and its agents, officers, assigns, employees, etc. form and loss or liability for claims, damages, lawsuits for reasons resulting from the Firm's negligence during the period of the partnership.
 - d. Certificate of Liability Insurance (\$1,000,000 each occurrence, \$2,000,000 general aggregate) naming the City as an additional insured on General Liability, and Automobile Liability) coverage. Umbrella Insurance in the amount of \$4,000,000.
 - e. Provision that the Firm shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the City and will assist the City in enforcing existing equipment warranties and guarantees.
 - f. Provision that within the first one hundred and eighty (180) days, the Firm shall provide the City with a listing of any recommended capital improvements they believe will be required for any of the facilities covered under the contract. The Firm will not be relieved of responsibility to perform up to the capabilities of the existing facilities if the recommendations are not implemented, however.
 - g. Provision that the Firm shall provide the City with full documentation that maintenance is being

performed on all City-owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of maintenance and a spare parts inventory utilizing a computerized maintenance management system (CMMS).

- h. Safety and training of employees.
- i. Lab testing fees, supplies and operations and compliance testing supplies currently required by the Water and Wastewater permits, including UCMR sampling and Watershed Assessment.
- j. Prepare and submit all scope of service-related reports to Georgia EPD and EPA.
- k. Fuel for the Firms Vehicle(s).
- l. 24/7 emergency call outs.
- m. Tracking of maintenance and QA/QC in the lab and process control testing with a computerized maintenance management software system (CMMS)
- n. Maintain all necessary licenses, certifications, and accreditations as necessary to operate, maintain, and manage the facility.
- o. Document all repairs and preventive maintenance work including date, location, time and brief description of the work performed, at least monthly.
- p. Provide water and wastewater testing, monitoring and reporting as required by state, federal, and local regulations, and industry standards.
- q. Provide annual report to Owner for scope of services provided each anniversary date of agreement.
- r. Provide sampling, testing and preparation of Annual Report for the City's Watershed Protection Plan.
- s. Prepare and submit City's Annual Water Audit and Certification.
- t. Prepare Annual Consumer Confidence Report.
- u. Prepare and submit Annual Sludge Report.
- v. Provide and maintain all necessary City-owned vehicles for the Firm's personnel, including fuel and maintenance, utilizing the City's fuel card system currently in place and reimbursement back to the City for fuel usage by the Firm.
- w. Contact information shall be provided to the City for the 24-hour, 7 day a week emergency contact technician.
- x. Provision of the term of the agreement between the City and management firm to be for a minimum of two (2) years with both parties having the right to exercise an option for an additional five (5) year term to the contract. Said option shall be deemed automatically exercised unless either party gives written notice to the other party not to renew at least ninety (90) days prior to the expiration of the initial term or any renewal term. Any such written notice shall be served by certified or registered mail, return receipt requested. The City shall have the right to terminate the Contract at any time for failure to perform with notice sent to Firm by certified mail.
- y. Provision for mechanism(s) or alternatives to the annual price adjustments shall be described by the Firm.

- z. Provision for the City and Firm to negotiate and increase or decrease in the annual price in the event any legal or regulatory requirement changes occur in project operation, reporting requirements, monitoring requirement level of treatment required, personnel qualifications or staffing required by any governmental agency having jurisdiction over such changes.

f. MODIFICATIONS OR WITHDRAWALS OF PROPOSALS

Proposals may be modified or withdrawn any time prior to the time set for the proposal opening, but proposals may not be withdrawn after the time set for the proposal opening. Such withdrawal or modification must be in writing and must be received by the City Administrator prior to the time of the proposal opening.

g. SELECTION

The City intends to, but is not obligated to, award a contract as a result of this solicitation. The award of the contract shall be made to the responsible firm, whose proposal is determined to be the best value offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the RFP in accordance with the Georgia Local Government Code.

The City shall evaluate each potential contractor in terms of the following points categories:

- 30 Background and Experience** - Capabilities of the firm to accomplish the requested services including identification of 3 comparable projects within a 100-mile radius, ability to provide immediate and substantive support during an emergency, ability to self-perform 80% of emergency repairs and at least 5 client references.
- 25 Professional Qualifications** – Project team with the necessary knowledge and experience for the satisfactory performance of the required services (i.e. Dual Class 1 W/WW License, Master Electrician, EVT/ASE Certifications).
- 30 Project Approach** – Clear understanding of scope of services and approach necessary to successfully complete the listed scope, approach on preventive maintenance, corrective repairs and capital planning, proof of a dedicated CMMS system, clear understanding of proper asset management, Firms’ ability to provide a safe work environment compliant with OSHA and other Occupational Safety guidelines.
- 15 Cost of services.**

The City reserves the right to obtain clarification of any information in the proposal response. Failure of a respondent to timely and sufficiently answer such a request for additional information or clarification may result in rejection of the proposal from further consideration.

In the event that it becomes necessary to revise any part of this RFP due to material issues raised during the submission period, an addendum, supplement or amendment to this RFP will be provided.

All material submitted in response to this RFP solicitation becomes the property of the and will not be returned to the respondent. The City reserves the right to use the ideas presented in any proposal of work. An award of the contract to a different respondent does not eliminate this right.

The City reserves the sole right to evaluate the proposals submitted, waive any irregularity therein, select and/or reject any and all responses.

The City's Selection Committee will review the submittals and may select firms to be invited for interviews and/or presentations, at no cost to the City.

After evaluating and ranking the submittals and possible interviews with selected proposers, the City anticipates negotiating a contract with the firm deemed to offer the best overall value. If negotiations are unsuccessful, the City reserves the right to negotiate with the next best firm.

The City may reject a proposal if the proposal respondents misstate or conceal any material fact in the proposal or the proposal does not strictly conform to the law or to the requirements of the proposal specifications.

The City may reject any and all proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal. The City may also waive any minor informalities or irregularities in any proposal, such as the failure to submit sufficient proposal copies, failure to submit literature or similar attachments, or business affiliation information.

The City determines that the proposal respondent is not qualified to carry out its contractual obligations.

h. VALIDITY OF PROPOSAL

The proposal submitted shall be valid for a period up to ninety (90) days after the date of opening for negotiation, acceptance and award by the City.

i. BONDS & INSURANCE

Proposal, Performance, or Payment Bonds are not required. A certificate of insurance verifying proof of coverage for general liability, workers compensation, and automobile liability insurance will be required before the City will enter into a contract with the submitting firm.

j. CITY RESPONSIBILITIES

1. The City will fund all necessary Capital Expenditures. Capital expenditures are defined as money used to purchase, upgrade, improve, or extend the life of long- term assets. Long-term assets are typically property, infrastructure, or equipment with a useful life of more than one year. Capital expenditures generally take two forms: maintenance expenditure, whereby the company purchases assets that extend the useful life of existing assets, and expansion expenditure, whereby the company purchases new assets.
2. The City will keep in force all project warranties, guarantees, easements and licenses that have been granted to the City and are not transferred to the Firm.
3. The City will pay all sales, exercise, ad valorem, property, franchise, occupational and disposal taxes, or other taxes associated with it.
4. The City shall provide for Firm exclusive use of all vehicles and specialized equipment as permitted by law.
5. The City will pay the cost of any State or Federal fees associated with permits for the Water/ Wastewater Facilities.
6. The City will provide a single point of contact for the selected firm.
7. The City will pay all utilities such as electricity, natural gas and related costs.
8. Pay for chemical cost for the water and wastewater treatment facilities.
9. That any loss, damage, or injury resulting from City's failure to provide capital improvements and/or funds within a reasonably requested time frame by the Firm shall be the sole responsibility of the City.

10. Provide all insurance on all City owned/utilized buildings and locations used under the agreement by the Firm.
11. Pay for the cost of any State and Federal fees associated with permits for the water and/or wastewater systems.
12. Provide the use of office spaces, buildings and shop area.
13. Responsible for all debt service payments.
14. Provide computer support for City owned computer equipment
15. Provide building maintenance repairs.
16. Pay for engineering/professional services not in scope of services

k. SCOPE CHANGES

1. The Firm 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 the Firm with such new permits, ordinances, rules, regulations, or requirements would materially increase the Firm's cost of performing under the Agreement, then the City and the Firm 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 the Firm and the City would agree on a reduction to the annual fee.
 - b. The Firm 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 qualification 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.

l. TERM, TERMINATION AND DEFAULT

Upon termination of this Agreement and all renewals and extensions of it, the Firm shall return the Facilities to the City in the same condition, including any improvements made, as it was upon the effective date of this Agreement, ordinary wear and tear expected and accepted by the City.

m. DISPUTES AND FORCE MAJEURE

1. In the event activities by employee groups or unions unrelated to the Firm cause a disruption in the Firm's ability to perform at the Project, City, with the Firm's assistance or the Firm at its own option, may seek appropriate injunctive court orders. During any such disruption, the Firm shall operate the facilities on a best-efforts basis until any such disruption ceases.
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 Circumstances 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.

n. Indemnity, liability and insurance

1. The Firm agrees to protect, defend and hold the City and its officers, employees and agents harmless from and against any and all losses, 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 the Firm to perform its obligation pursuant to this Agreement.
2. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix B. Except as provided in subparagraph 1 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.
3. The Firm 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.