



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • AUGUST 26, 2024

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular Council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. GRANTING AUDIENCE TO THE PUBLIC

VI. PRESENTATION

- 1. FY 2024-2025 Budget Presentation -

VII. OLD BUSINESS

VIII. NEW BUSINESS

- 1. Bid Award: Purchase of Amphibious Excavator -
Purchase approval for (one) 1 Wilson Bobcat E55 amphibious excavator.

Staff recommends Wilson Equipment for \$232,500.

2. Approval of: Additional Work Authorization for the Meadows Drainage (3 Culvert Crossing) -

Approval of Roberts Civil Engineering Additional Work Authorization for The Meadows (3 Culvert Crossings) Drainage. Scope of services includes site surveys, engineering, contractor solicitation, construction oversight and project management.

Staff recommends approval.

3. Approval of: Topography Suvey of The Lawn -

Approval of Roberts Civil Engineering Proposal for engineering services associated with the topographic survey for three driveway locations off Royal Pkwy and the proposed development on parcel 094 035 "The Lawn." The main entrance, secondary entrance, and service entrance shown on Master Plan B will be designed for this project.

Staff recommends approval.

4. Approval of: Renewal of Evoqua Oder and Corrosion Bioxide Feed System Contract -

An agreement between the City and Evoqua Water Technologies to provide a Bioxide® Chemical Feed and Storage System for pump stations 15 and 18. Evoqua will service and maintain the odor and corrosion control system. The rates are the same as the prior year agreement. This is funded in-full under a separate agreement with PlugPower.

Staff recommends approval.

5. Approval of: UCP (Unified Communication Platform) Public Safety App Contract -

Purchase approval of Stackbench Unified Communications Platform Public Safety Application to connect with police, allow citizens to provide anonymous tips and streamline internal communication. This is for a one (1) year period at a cost of \$4,500 and will be funded by the Seized Assets Fund.

IX. MAYOR AND COUNCIL ANNOUNCEMENT

X. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4527)

Meeting: 08/26/24 06:00 PM
Department: Finance
Category: Budget
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4527

6.1

FY 2024-2025 Budget Presentation



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/26/24 06:00 PM
Department: Finance
Category: Bid Award
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4540

AGENDA ITEM (ID # 4540)

Bid Award: Purchase of Amphibious Excavator

Purchase approval for (one) 1 Wilson Bobcat E55 amphibious excavator.
Staff recommends Wilson Equipment for \$232,500.

City of Kingsland
 Bid Tabulation
 Amphibious Excavator
 8/21/2024



Year	Make	Model	Hours	Cost
2024	Bobcat	E55		\$ 232,500.00
2020 (used)	Bobcat	E50	1,200	\$ 215,000.00
2001(used)	Caterpillar	320CL	5,000	\$ 219,000.00
2022(new/bigger)	Caterpillar	316GC		\$ 295,000.00
2022(new/bigger)	Caterpillar	320GC		\$ 325,000.00

Attachment: Bid Tab Amphibious Excavator (4540 : Approval of: Purchase of Amphibious Excavator)





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/26/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

AGENDA ITEM (ID # 4529)

DOC ID: 4529

Approval of: Additional Work Authorization for the Meadows Drainage (3 Culvert Crossing)

Approval of Roberts Civil Engineering Additional Work Authorization for The Meadows (3 Culvert Crossings) Drainage. Scope of services includes site surveys, engineering, contractor solicitation, construction oversight and project management.

Staff recommends approval.



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston
www.robertscivilengineering.com

Additional Work Authorization The Meadows (3 Culvert Crossings) Drainage Kingsland, GA Attachment A – Scope of Work Date of Proposal: 8/14/2024

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with modifications to the drainage system for a small section of the Meadows Sub-division in Kingsland, GA. These services will include site surveys, engineering, contractor solicitation, construction oversight, and project management. The following summarizes the scope of work that RCE proposes to perform.

1. **Boundary and Topo Survey** – The topographic survey will include the following:
 - a. Boundary Survey
 - b. Spot elevations
 - c. Contours
 - d. Visible above ground utilities
 - e. Existing right of way
 - f. Trees

2. **Civil Engineering Construction Plans** – A set of detailed site construction plans will include the following:
 - a. Grading and Drainage Plan –

The location of all drainage facilities and flow paths including spot elevations will be shown on this plan to indicate the drainage patterns on site.
 - b. General Details –

Detailed drawings for utilities, storm piping, erosion control components, and miscellaneous other details are used to give further construction information to the contractor.

3. **Opinion of Probable Cost (OPC)** – OPC services include the items specified below:
 - a. Review Civil Plans.
 - b. Produce a take-off of items on the plan.
 - c. Develop a unit cost list based on the most current contractor pricing

4. **Bidding and Contract Management**— The following services will be provided:
- a. Preparation of Final Specifications to Solicit Competitive Proposals
 - b. Procurement of Qualified Contractors in Accordance with State of Georgia Public Procurement Code:
 - i. Preparation of Request for Proposal (RFP)
 - ii. Advertisement of RFP
 - iii. Pre-Bid Conference & Addendums
 - iv. Bid Opening
 - v. Bid Tabulation and Evaluation
 - vi. Contractor Negotiation (if necessary)
 - vii. Value Engineering (if necessary)
 - viii. Recommendation of Award
 - ix. Contract Preparation & Execution
 - x. Pre-construction meeting
5. **Construction Services** –Construction Administration includes the following that will occur during site construction only:
- a. 10 site visits during construction
 - b. Observation reports per site visit
 - c. RFI responses
 - d. Review of contractor pay applications
 - e. If additional site visits are required, a rate of \$960/visit will be charged
6. **Hourly Services** – Tasks not explicitly stated in the Scope of Work are available on an hourly basis at RCE's current hourly rate at the time of service. These tasks could include but are not limited to revisions, permitting, meetings, calls, bidding, AHJ submittals, and contractor coordination.

Current Hourly Rate Schedule

Principal Engineer	\$195
Project Manager	\$185
Sr. Project Engineer	\$185
Project Engineer	\$150
Sr. Field Engineer	\$150
Project Coordinator	\$130
Field Engineer	\$130
Draftsman	\$130
Admin	\$75

Notes:

1. Permit, application, and tap fees are the responsibility of the Client.
2. Record drawings, wetland delineation, and wetland permitting (if required) are the responsibility of the Client.
3. Hourly rates are subject to change.

LUMP SUM \$ 39,900

CONTRACT AGREEMENT

This Contract Agreement is entered into this date _____, by and between **the City of Kingsland** (hereinafter “Client”) and **Roberts Civil Engineering, LLC** (hereinafter “Engineer”) (collectively the “Parties”)

1. Parties Information:

CLIENT:	City of Kingsland, GA
Client Address:	107 South Lee Street Kingsland, GA 31548
Client Phone:	912-729-5613
Client Email:	Ls;ell@kingslandgeorgia.com
 ENGINEER:	 Roberts Civil Engineering, LLC
Engineer Address:	301 Sea Island Rd., Suite 10 St. Simons Island, GA 31522
Engineer Phone:	(912) 638-9681
Engineer Email:	ccopelan@robertscivilengineering.com

2. **Purpose:** Client desires to retain Engineer, as an independent contractor, to provide certain services as specified herein to Client and Engineer desires to provide such services to Client in accordance with the terms and conditions set forth herein.
3. **Scope of Work:** Engineer’s Scope of Work under this Contract Agreement shown in Attachment A (hereinafter “Scope of Work”). The Parties agree that any work performed by Engineer beyond the Scope of Work defined herein shall be performed at Client’s expense based on the hourly fees described in Attachment A. The hourly rate services may include but are not limited to revisions, permitting, meetings, calls, bidding, and contractor coordination.
4. **Contract Price:** Engineer agrees to perform the Scope of Work as shown in Attachment A (hereinafter “Contract Price”), subject to additions and deductions by Change Orders.
5. **Terms of Payment:** Client shall make payments in draws to Engineer on a monthly basis based on the percentage complete of the Scope of Work plus hourly fees for additional work and reimbursable expenses. Payment is due upon receipt of the invoice. A 1.5% interest fee will be charged for each 30-day period that elapses from the date of the invoice until receipt of payment.
6. **Stop Work Clause:** Billings become delinquent if not paid within thirty (30) days of the invoice date. If billings are not paid within thirty (30) days of the invoice date, RCE we will stop all work until your account is brought current, or we will withdraw from engagement under this Agreement. The Client acknowledges and agrees that RCE is not required to continue work in _____ the event of the Client’s failure to pay on a timely basis for services rendered as required by this Agreement. The Client further acknowledges and agrees that in the event we stop work or withdraw from this Agreement as a result of the Client’s failure to pay on a timely basis for services rendered as required by this Agreement, RCE shall not be liable to the Client for any damages that

occur as a
result of RCE's ceasing to render services.

7. **Contract Time:** Engineer agrees to obtain Substantial Completion and Final Completion in accordance with the schedules established by the Parties via an executed Change Order.
8. **Insurance:** Engineer shall maintain valid: (1) general liability insurance in the aggregate amount of \$1,000,000; (2) worker's compensation insurance in the amounts prescribed by law; and (3) errors and omissions insurance in the amount of \$1,000,000 or the duration of this Project with extended coverage for a period of 1 year following completion of the Project.
9. **Limitation of Liability:** Client agrees that Engineer and its agents and employees shall not be held responsible for any loss or damage sustained by Client, or additional costs incurred by Client, resulting from a delay caused by Client or its other Subcontractors, their agents or employees, or supplier, or by abnormal weather conditions, or by any other cause. The maximum liability that the Engineer shall incur shall be the lesser of the design fee or the insurance amount.
10. **Indemnity:** Client agrees to defend, indemnify and save harmless Engineer from and against any claim, cost, attorneys' fees incurred (including attorneys' fees incurred on any appeal), expense, liability, or damages attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Scope of Work by Client, its other Subcontractors and suppliers, or their agents, servants, or employees. Client shall not, however, be required to indemnify Engineer from or against claims solely arising out of Engineer's own negligence. Client shall strictly comply and shall ensure that its contractor(s) and other subcontractors comply with all federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Project, including but not limited to permits required under the Federal Clean Water Act and local ordinances for land disturbance activity. The owner expressly agrees to indemnify, defend, and hold Engineer harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.
11. **Statute of Limitations:** Client agrees to file any and all claims against Engineer within one (1) year of the last date on which Engineer supplied or provided design for the project.
12. **Termination:** Either party may terminate this agreement after (15) calendar days of written notice. Engineer shall be paid for the amount of work completed through the notice of termination.
13. **Independent Contractor:** It is the intention of the Parties that the Engineer occupies the status of an independent contractor, as that term is generally understood in the construction industry. It is the intention of the Parties that: (i) the Engineer shall specifically not occupy the status of an agent, servant, or employee of the Client; and (ii) the relationship between the Engineer and the Client shall specifically not be that of a partnership, joint venture, or other similar association.
14. **Entire Agreement:** This Contract Agreement and the Attachments hereto constitute the sole and entire agreement between the Parties hereto with respect to the subject matter hereof and no modification of this Contract Agreement and Exhibits shall be binding unless signed by all Parties. No representation, promise, or inducement not included in this Contract Agreement or Exhibits shall be binding upon any party hereto.
15. **Counterparts:** This Contract Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.
16. **Engagement:** Engineer shall be engaged to begin the Scope of Work upon receipt of all of the following items from Client:

- i. **Signed Contract Agreement**

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

ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer



CLIENT:

By: _____
For: _____
Its: _____



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 08/26/24 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4530

AGENDA ITEM (ID # 4530)

Approval of: Topography Survey of The Lawn

Approval of Roberts Civil Engineering Proposal for engineering services associated with the topographic survey for three driveway locations off Royal Pkwy and the proposed development on parcel 094 035 "The Lawn." The main entrance, secondary entrance, and service entrance shown on Master Plan B will be designed for this project.

Staff recommends approval.



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston | Baxley

www.robertscivilengineering.com

Civil Engineering Proposal The Lawn Kingsland AWA Kingsland, Ga Attachment A – Scope of Work Date of Proposal: 08/14/2024

Roberts Civil Engineering (RCE) is pleased to present the following proposal for civil engineering services associated with the topographic survey for three driveway locations off Royal Pkwy and the proposed development on parcel 094 035. The main entrance, secondary entrance, and service entrance shown on Master Plan B will be designed for this project. The following summarizes the scope of work that RCE proposes to perform.

- Topographic Survey** – Our sub-consultant will prepare a topographic survey of approximately 3.7 acres lying along and on the southern side of Royal Parkway. The topographical survey will be based on a 100' x 50' grid extending from Royal Parkway southerly to the property boundary. The vertical datum utilized will be based on N.A.V.D. 88, which corresponds with the latest flood information for Camden County.

Lump Sum \$1,600

Current Hourly Rate Schedule

Principal Engineer	\$195
Project Manager	\$185
Sr. Project Engineer	\$185
Project Engineer	\$150
Sr. Field Engineer	\$150
Project Coordinator	\$130
Field Engineer	\$130
Draftsman	\$130
Admin	\$75

Notes:

- Permit, application, and tap fees are the responsibility of the Client.
- Hourly rates are subject to change.

Attachment: 2024-08-14 AWA The Lawn Kingsland Topo Survey (4530 : Approval of: Topography Survey of The Lawn)



ROBERTS CIVIL ENGINEERING

St Simons Island | Savannah | Jacksonville | Charleston | Baxley

www.robertscivilengineering.com

CONTRACT AGREEMENT

This Contract Agreement is entered into this date 08-14-2024, by and between **The City of Kingsland** (hereinafter "Client") and **Roberts Civil Engineering, LLC** (hereinafter "Engineer") (collectively the "Parties")

1. Parties Information:

CLIENT: The City of Kingsland
 Client Address: PO Box 250
 Kingsland, GA 31548
 Client Phone: (912)729-5613
 Client Email: lsPELL@kingslandgeorgia.com

ENGINEER: Roberts Civil Engineering, LLC
 Engineer Address: 301 Sea Island Rd., Suite 10
 St. Simons Island, GA 31522
 Engineer Phone: (912) 638-9681
 Engineer Email: bweeks@robertscivilengineering.com

2. **Purpose:** Client desires to retain Engineer, as an independent contractor, to provide certain services as specified herein to Client and Engineer desires to provide such services to Client in accordance with the terms and conditions set forth herein.
3. **Scope of Work:** Engineer's Scope of Work under this Contract Agreement shown in Attachment A (hereinafter "Scope of Work"). The Parties agree that any work performed by Engineer beyond the Scope of Work defined herein shall be performed at Client's expense based on the hourly fees described in Attachment A. The hourly rate services may include but are not limited to revisions, permitting, meetings, calls, bidding, and contractor coordination.
4. **Contract Price:** Engineer agrees to perform the Scope of Work as shown in Attachment A (hereinafter "Contract Price"), subject to additions and deductions by Change Orders.
5. **Terms of Payment:** Client shall make payments in draws to Engineer on a monthly basis based on the percentage complete of the Scope of Work plus hourly fees for additional work and reimbursable expenses. Payment is due upon receipt of the invoice. A 1.5% interest fee will be charged for each 30-day period that elapses from the date of the invoice until receipt of payment.
6. **Stop Work Clause:** Billings become delinquent if not paid within thirty (30) days of the invoice date. If billings are not paid within thirty (30) days of the invoice date, RCE we will stop all work until your account is brought current, or we will withdraw from engagement under this Agreement. The Client acknowledges and agrees that RCE is not required to continue work in the event of the Client's failure to pay on a timely basis for services rendered as required by this Agreement. The Client further acknowledges and agrees that in the event we stop work or withdraw from this Agreement as a result of the Client's failure to pay on a timely basis for services rendered as required by this Agreement, RCE shall not be liable to the Client for any damages that occur as a result of RCE's ceasing to render services.

7. **Contract Time:** Engineer agrees to obtain Substantial Completion and Final Completion in accordance with the schedules established by the Parties via an executed Change Order.
8. **Insurance:** Engineer shall maintain valid: (1) general liability insurance in the aggregate amount of \$1,000,000; (2) worker's compensation insurance in the amounts prescribed by law; and (3) errors and omissions insurance in the amount of \$1,000,000 or the duration of this Project with extended coverage for a period of 1 year following completion of the Project.
9. **Limitation of Liability:** Client agrees that Engineer and its agents and employees shall not be held responsible for any loss or damage sustained by Client, or additional costs incurred by Client, resulting from a delay caused by Client or its other Subcontractors, their agents or employees, or supplier, or by abnormal weather conditions, or by any other cause. The maximum liability that the Engineer shall incur shall be the lesser of the design fee or the insurance amount.
10. **Indemnity:** Client agrees to defend, indemnify and save harmless Engineer from and against any claim, cost, attorneys' fees incurred (including attorneys' fees incurred on any appeal), expense, liability, or damages attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Scope of Work by Client, its other Subcontractors and suppliers, or their agents, servants, or employees. Client shall not, however, be required to indemnify Engineer from or against claims solely arising out of Engineer's own negligence. Client shall strictly comply and shall ensure that its contractor(s) and other subcontractors comply with all federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Project, including but not limited to permits required under the Federal Clean Water Act and local ordinances for land disturbance activity. Owner expressly agrees to indemnify, defend, and hold Engineer harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.
11. **Statute of Limitations:** Client agrees to file any and all claims against Engineer within one (1) year of the last date on which Engineer supplied or provided design for the project.
12. **Termination:** Either party may terminate this agreement after (15) calendar days of written notice. Engineer shall be paid for the amount of work completed through the notice of termination.
13. **Independent Contractor:** It is the intention of the Parties that the Engineer occupies the status of an independent contractor, as that term is generally understood in the construction industry. It is the intention of the Parties that: (i) the Engineer shall specifically not occupy the status of an agent, servant, or employee of the Client; and (ii) the relationship between the Engineer and the Client shall specifically not be that of a partnership, joint venture, or other similar association.
14. **Entire Agreement:** This Contract Agreement and the Attachments hereto constitute the sole and entire agreement between the Parties hereto with respect to the subject matter hereof and no modification of this Contract Agreement and Exhibits shall be binding unless signed by all Parties. No representation, promise, or inducement not included in this Contract Agreement or Exhibits shall be binding upon any party hereto.
15. **Counterparts:** This Contract Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.
16. **Engagement:** Engineer shall be engaged to begin the Scope of Work upon receipt of all of the following items from Client:
 - i. Signed Contract Agreement
 - ii. Retainer in the Amount of \$1,200.00

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

ENGINEER:

By: Johnathan Roberts
For: Roberts Civil Engineering, LLC
Its: Professional Engineer



CLIENT:

By: _____
For: _____
Its: _____

Attachment: 2024-08-14 AWA The Lawn Kingsland Topo Survey (4530 : Approval of: Topography Survey of The Lawn)



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4528)

Meeting: 08/26/24 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4528

8.4

Approval of: Renewal of Evoqua Odor and Corrosion Bioxide Feed System Contract

An agreement between the City and Evoqua Water Technologies to provide a Bioxide® Chemical Feed and Storage System for pump stations 15 and 18. Evoqua will service and maintain the odor and corrosion control system. The rates are the same as the prior year agreement. This is funded in-full under a separate agreement with PlugPower.

Staff recommends approval.



August 7, 2024

Lee H. Spell
City Manager
City of Kingsland, Georgia
P.O. Box 250
Kingsland, GA 31548
Phone: (912) 729-5613
Email: lsPELL@kingslandgeorgia.com

**RE: 2024 RENEWAL – ODOR AND CORROSION CONTROL BIOXIDE® FEED SYSTEMS
KINGSLAND, GA – PUMP STATIONS 15 AND 18
Evoqua Quote No. Q240730SB01 (Reference Quote No. 2023-594308R2)**

Dear Mr. Spell,

Thank you for your continued interest in Evoqua Water Technologies LLC. Evoqua is pleased to renew the existing contract for our Bioxide® Chemical Feed and Storage System for PS 15 and PS 18 for an additional year.

Evoqua will continue to provide the Bioxide® Odor Control Systems, Chemical and Services for PS 15 and PS 18 for the following pricing, effective June 12, 2024 through June 11, 2025:

Bioxide® and Quarterly Service: **\$3.39 / gallon.** Price includes delivery, Prepaid (PPD)

Equipment Rental Fee: **\$1,593 / mo. (includes PS 15 and PS 18)**

Terms of payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

The attached Terms and Conditions are considered part of this proposal and shall prevail.

Due to current volatility in the market, pricing associated with this quote will remain in firm for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, we would appreciate the opportunity to discuss alternatives with you.

If you have any questions regarding this proposal, please do not hesitate to contact me at (803) 466-8628.

Sincerely,

Evoqua Water Technologies LLC

Benjamin Wallis

Benjamin Wallis
Technical Sales Representative

**RE: 2024 RENEWAL – ODOR AND CORROSION CONTROL BIOXIDE® FEED SYSTEMS
KINGSLAND, GA – PUMP STATIONS 15 AND 18
Evoqua Quote No. Q240730SB01 (Reference Quote No. 2023-594308R2)**

Evoqua will process your order when we receive acceptance of this proposal by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-fags> . Ask us how to avoid paying fees by migrating to ACH CTX payment type

Attachment: 2024 Renewal - Kingsland GA (4528 : Approval of: Renewal of Evoqua Oder and Corrosion Bioxide Feed System Contract)

EVOQUA WATER TECHNOLOGIES LLCAgreed on Terms of Sale with City of Kingsland, GA 5/23/2023

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim. The Seller agrees to indemnify, hold harmless, and defend the City, its officials, and employees (hereinafter collectively "the indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way

(May 2015)

out of the performance of this Agreement, unless such is attributable to the sole negligence of the indemnitees. The indemnity obligation of the Seller will survive the expiration or termination of this Agreement.”

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller’s business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer’s consent.

10. **Termination.** Either party may terminate this agreement, by either part for any reason with ninety (90) day notice, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER’S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

13. **Rental Equipment / Services.** Any leased or rented equipment (“Leased Equipment”) provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

14. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the “Agreement”) and supersede any terms contained in Buyer’s documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer’s prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Georgia without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4531)

Meeting: 08/26/24 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4531

8.5

Approval of: UCP (Unified Communication Platform) Public Safety App Contract

Purchase approval of Stackbench Unified Communications Platform Public Safety Application to connect with police, allow citizens to provide anonymous tips and streamline internal communication. This is for a one (1) year period at a cost of \$4,500 and will be funded by the Seized Assets Fund.

UCP App by Stackbench: The Complete Package

- ✓ Superior Features
- ✓ Unmatched Value
- ✓ Seamless integration



- ✓ **Competitive Pricing Advantage:** Turnkey solution at a fraction of competitors' costs
- ✓ **All-Inclusive Package:** Includes maintenance, new upgrades, and no maintenance upcharge.
- ✓ **Quick Response Time:** Issues responded to within 20 minutes.
- ✓ **Feature-Rich Offering:** More features than competitors, with more to come.
- ✓ **No Development Cost:** Hassle-free implementation.
- ✓ **Long-Term Value:** 3-year contract locks in yearly costs.
- ✓ **Comprehensive Training:** Training included for seamless onboarding.
- ✓ **Marketing Support:** Automated Social Media Program and print material for citizen engagement.
- ✓ **Social Media Integration:** Link to your social media accounts (Facebook, Twitter, Instagram).
- ✓ **Custom Branding:** Branded to your department for a personalized touch.
- ✓ **Additional Features:** Wellness programs, Off-Duty or Overtime assignments, and weather updates in your jurisdiction.



Unified Communications Platform Police SaaS Sales Quote

Kingsland Police. GA

This SaaS Sales Quote ("Quote") between Kingsland Police Department (hereinafter called "Client") located at 111 South Seaboard St., Kingsland, GA 31548 and (hereinafter called "StackBench") located at 5550 77 Center Drive, Suite 135, Charlotte, North Carolina 28217 is issued under the terms stated herein.

This Quote is intended for Client's internal use and cannot be reproduced by or for other parties without the prior written approval of both parties.

Introduction

In a world full of misinformation, it's more important than ever for our law enforcement community to communicate with each other and the larger community effectively.

Our Unified Communications Platform solution streamlines communications between Police Departments and their communities, keeping our uniformed officers safe by providing them with the information they need at their fingertips.

About Us

Confianz Global Inc. DBA StackBench has over 15 years of experience in the software development industry. Our solutions cover multiple domains, including Software as a Service, ERP systems, and custom mobile and web application development. This experience enables us to develop innovative software solutions that address our clients' most pressing needs.

Solution Outline

We will provide the following SaaS solution to Client: Unified Communications Platform

Our UCP product package includes the following features that are of particular relevance to the Client:

- *White labeled mobile app with customizations with the agency's branding to be downloaded by users and citizens.*
- *An administrative web-based backend allows the agency to manage the content on the mobile app, as well as push notifications to officers and the public.*
- *Ongoing support & maintenance.*

This sales quote includes hosting the solution on an AWS (Amazon Web Services) cloud server, getting the apps approved in Google Play store and Apple App Store, onboarding, training, trial run, go-live, and maintenance services.

Execution Timeline

The execution timeline will be as follows:

Phase One: Getting the apps approved in the test environment, including all branding activities (*approximately 8 weeks*).

Phase Two: Onboarding and training completed (*approximately 1 week*). The timeline for Phase 2 will only start once the App Store accounts have been approved by Apple and Google.

Phase Three: Troubleshooting and adjustments completed and go-live (*approximately 1 week*).

NOTE: These timelines are dependent upon Client's timely submission of logo files and feedback.

Technical Requirements and SaaS Model

StackBench will host the application on a secure Amazon Web Services (AWS) infrastructure. If there are any specific technical requirements from the agency, we will be happy to work with you.

Delivery Terms

- Client is to provide StackBench with all sufficient information to enable the feature to be implemented, tested, and successfully deployed. This includes a Sheriff, Chief, or their designee for signing the AppStore documentation for both Apple and Google to open the account. Client will also be required to provide StackBench with a high-quality logo of your agency, pictures, etc.
- StackBench is to maintain confidentiality of any sensitive information regarding payments or Client's customers, which may become available to it during the project.

Cost

Users: Price includes maintenance and any updates to the application, per year.

Staff up to 54 -Encrypted	Total cost per year \$4500.00
---------------------------	-------------------------------

The UCP Public Safety App includes the following: 9 content sections on the home screen. Examples below:

- Push notifications for public & team alerts.
- Branded application
- Tip submission citizens with exact GPS mapping of the location of occurrence, optional
- Zone check requests or vacation requests for residential and business for citizens
- Hyperlinks to any websites (ex. inmate search/arrests)
- PDF, pictures, and text on any alerts
- Teams created by Agency
- Manage content on home screen by a click of a button-examples below:
- Most Wanted
- Social media attachment from public alerts
- Recruitment
- Know your Department

- Domestic violence
- Warrants
- Permits
- Events
- Secondary employment or overtime opportunities

Included Features/encrypted content for sworn only

- Mindful learning solution for staff that includes embedded videos, podcasts, and content to read prepared by the best in the industry on important topics.
- Wellness part with EAP, Chaplain, Insurance information managed by department. Officers can invite their significant other to the wellness section.
- Departments can add their own content videos/podcasts & text content to the Wellness section.
- Encrypted wellness information for staff and one immediate family member - EAP, Insurance, Chaplains, Peer Support, etc.
- All maintenance push upgrades are included in pricing with your annual fee.
- AWS infrastructure firewall-protected with industry standards line NEST, FEDRAMP, SOC2 etc.
- ISO 9001 & ISO 27001 certified.
- Content is chosen by the department.
- All login to the system requires OTP sent to department Email.
- No Sensitive data shared with third parties.
- Fully Branded to your department with a choice of templates.
- Provide Marketing Material to get Citizens to download the mobile app
- Designed & supported by our skilled team in Charlotte, NC
- Future updates included for new versions of iOS and Android.
- Full Fledged web backend for Admins with granular control of users & permissions
- We continue to enhance the product based on feedback from our clients.

Note: "User" refers to the Client-employed users, not the public-at-large.

Additional Notes

StackBench will facilitate everything to create the accounts in both Google and Apple app stores, but Client is required to sign the agreements for security reasons as the app store accounts will be created specifically for Client's agency. **This quote will expire in 90 days on October 28 , 2024.**

Payment Milestones

50% payment upon signing the contract and 50% after the app is delivered and available for download from app stores. Other terms may be available upon request.

Contact

The point of contact for this sale is Ken Schul, available at 704-773-4248 or ken@confianzit.com