

AGREEMENT

FOR HARVESTING SERVICES AT HOUSE OF RAEFORD SPRAY FIELDS

This AGREEMENT is made and entered into this ____ day of _____, _____, between _____, (hereinafter "Harvester"), whose residence address is _____ and the City of Vienna (hereinafter "City"), whose formal address is 203 West Cotton Street, Vienna, Georgia 31092, and whose mailing address is Post Office Box 436, Vienna, Georgia 31092.

1. GENERAL

- 1.1 The City has entered into an Agreement with the Harvester to provide harvesting operations for the City at the OMI Land Application System site GA02-167, also known as House of Raeford Spray Fields East, located off Highway 27, Vienna Georgia and House of Raeford Spray Fields West, located off Highway 90, Vienna, Georgia. Site management shall have the primary objective to provide the highest and most complete level of treatment of the effluent produced at the aforementioned sites. The treatment operations will take precedence over agricultural or economic concerns as set forth in the Agreement.
- 1.2 The House of Raeford Sprayfields East and West require remediation to said subject real properties upon the recommendations of The University of Georgia. Said remediation procedures require more than one year to complete. The Harvester is the only interested party who has begun said remediation and is willing to continue said remediation until completion. Said remediation requires the unique providing of the remediation services of Harvester. This being a unique services Agreement, the same is not required to be advertised for bids by the City.
- 1.3 The City rents acreage to Harvester at the east site totaling 261 acres, more or less, the west site totaling 40 acres, more or less and 37 acres of biosolids application sludge fields for the purpose of hay production only. As consideration for this Agreement, the Harvester agrees to pay the City of Vienna the sum of \$_____ per year. Said rent is due in advance of each year and any succeeding years, to be received by the City no later than the 1st day of February of the current year.
- 1.4 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.
- 1.5 This Agreement shall be binding upon the heirs, successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.

- 1.6 All notices shall be in writing and transmitted by certified mail, return receipt requested, to the addresses shown above.
- 1.7 Harvester is an independent contractor and will maintain complete control of, and responsibility for his/her/its employees, agents, methods and operations.
- 1.8 The name, address, and telephone number of any proposed or existing subcontractor(s) of Harvester who is to perform a portion of the scope of services hereunder must, before beginning work, be submitting to and approved in writing by the City of Vienna. Harvester will insure the performance of any subcontractor will be in compliance with this Agreement.
- 1.9 The standard of care applicable to Harvester's service will be the degree of skill and diligence normally employed by harvester in the State of Georgia performing the same or similar services. Harvester will perform and/or remedy or remediate any services not complying with this standard at his/her/its own cost. If deficiencies are identified and not corrected in a timely manner, and within the time parameters adequate and reasonable for the type of deficiency, the City may cause the same to be corrected and invoice the costs to the Harvester. Such amounts are due and payable within thirty (30) days of the date of the City's invoice(s).
- 1.10 This Agreement including Appendices A and B, constitutes the entire Agreement of the parties. This Agreement shall be modified only by written Agreement signed by both parties. Wherever used, the terms "City" and "Harvester" shall include the respective officers, agents, directors, elected or appointed officials and employees.

2. RESPONSIBILITIES OF THE HARVESTER

Harvester Shall:

- 2.1 Perform the Scope of Services as detailed in Appendix A to this Agreement.
- 2.2 Comply with all applicable codes, laws, regulations, standards, and ordinances of the United States of America, the State of Georgia, and the City of Vienna, in force during the term of this Agreement.
- 2.3 Obtain and pay for all permits and licenses required by law as to Harvester's performance of the Scope of Services.
- 2.4 Maintain weight and yield records on all hay harvested from each field. Said records will be available for a period of two (2) years after completion of the services. Weight and yield records are to be submitted to the City of Vienna on a monthly basis, due within fifteen (15) days after closure of the previous month.

- 2.5 Strictly comply with all safety requirements and regulations imposed by federal or state law.
The City of Vienna is not responsible for Harvester's methods or means in carrying out its scope of work, or for the safety of Harvester's employees.
- 2.6 Maintain insurance coverage outlined in Appendix B during the term of this Agreement.
- 2.7 Be responsible for cutting, drying, baling, removing and disposing of the hay crop and fulfill its responsibilities for hay quality and all actions and issues which may arise from use of the hay as feed or for any other use.
- 2.8 Harvester shall not commence work on any field without consulting and scheduling activities with the operator at the LAS site, i.e. apply fertilizer, nitrogen, over seeding or herbicide.
- 2.9 There will be NO hunting on site; (hogs, deer, etc.) with the exception of the need to exterminate animals that are detrimental to the site.
- 2.10 Adhere to a 30-day layover period for sludge fields biosolids applications prior to cutting hay on fields S12 and S25.
- 2.11 Pay City invoices for damaged spray heads where damage is incurred by contractor equipment.
- 2.12 Harrow over present hog ruts present after each hay cutting.
- 2.13 Close and lock all perimeter gates opened by hay contractor daily.
- 2.14 Drill rye grass for a fall and winter cover crop, as required by aforementioned LAS permit, in September of each year.
- 2.15 Aerate the spray fields each year at a minimum of once per year at a recommended penetration of the soil at a depth of 8+ inches.
- 2.16 Remove and dispose of trash and hay baling debris and empty chemical containers generated by hay contractor promptly.

3. RESPONSIBILITIES OF THE CITY OF VIENNA

The City Shall:

- 3.1 Provide written Notice to Proceed and give Harvester access to the site.

- 3.2 Give prompt written notice to Harvester whenever the City of Vienna observes or becomes aware of any development that affects the scope of timing of the Harvester's Scope of Services, or any defect in the work of the Harvester.
- 3.3 Settle all field borders, allotment, and/or other disputes. The City of Vienna decisions in these and other matters shall be considered final.
- 3.4 Identify areas available for temporary hay storage and equipment storage.

4. INDEMNIFICATION AND LIABILITY

- 4.1 Harvester agrees to and shall hold the City of Vienna harmless from any liability or damages for property damage or bodily injury, including death, which may arise from Harvester's services under this Agreement regardless of the performance of services by Harvester or by any Subcontractor of harvester.

5. TERM OF AGREEMENT

- 5.1 The term of this Agreement shall commence at the time the City of Vienna issues to the Harvester its Notice to Proceed. The Agreement shall terminate on _____. This Agreement shall automatically renew annually for five (5) years unless written notice to not renew by either party is transmitted by certified mail, return receipt requested, to the addresses shown above more than sixty (60) days prior to the annual termination date.
- 5.2 This Agreement may be terminated by either party for cause at any time by written notice stating the reasons upon thirty (30) days notice, in the manner as provided in Paragraph 5.1.

6. **ENTIRE AGREEMENT**

This Agreement represents the entire Agreement between the parties and supersedes all prior agreements and understandings. It may be changed only by written amendment executed by both parties. Both parties indicate their approval of this Agreement by their signatures below.

Executed and witnessed this _____ day of _____, _____

Eddie Daniels, Mayor
City of Vienna

Signature

Printed Name
Owner/Harvester

Witness

Witness

Appendix A

Scope of Services

The portion of the Land Application Site (LAS) to be harvested under this Agreement consists of 261 acres and includes the fields identified as follows: 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10. It also consists of 40 acres and includes the fields identified as follows: 11 and 12. It also consists of 37 acres of biosolids application sludge fields and includes fields identified as follows: S12 and S25.

A Notice to proceed with harvesting activities will be provided in writing by the City of Vienna. Hay shall be harvested in a quick and timely fashion once permission is given to proceed.

Harvester shall supply all fuel, equipment, chemicals, fertilizer and tools to perform harvesting duties.

Harvester will be responsible for all damage to site facilities including but not limited to roads, monitoring wells, spray heads, and other site facilities caused by Harvester. Immediate repairs to the above areas take precedence over any other activities and may be completed by the city and billed to harvester to facilitate operations.

Harvester equipment shall be moved to designated storage areas whenever harvesting activities are not being conducted. Equipment shall be removed promptly upon completion of harvesting operations.

Harvester will remove crop from fields as soon as baling activities are completed.

Harvester is required to remove all trash and debris, twine, twine wrappers, etc., from the fields, storage areas (hay and equipment).

Harvester will abide by all rules and requirements by the Environmental Protection Division that relate to operations of a Land Application Site. The Harvester will be required to coordinate their activities with the operation on site.

Appendix B

Insurance Coverage

Harvester shall maintain and provide insurance coverage certificates for:

1. Workers compensation and employer's liability insurance as required by the State of Georgia. If this is not required by the State, a letter of explanation shall be provided by the Harvester.
2. Comprehensive automobile and vehicle liability insurance coverage for injuries to members of the public and/or damage to property of others arising from the use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles.
3. General liability coverage for the acts of the Harvester on the site in the amount of \$1,000,000, and the City is to be named as an additional insured.

All insurance certificates will state that the insurance carrier is authorized to conduct business in the State of Georgia and will give the City of Vienna thirty (30) days notice of any cancellation or material change of the policies, or amendments thereto.