



## Limited Concrete Water Tank Maintenance Agreement

Tank Owner: City of Griffin

Tank Location: Still Branch Concrete Clearwell Tank #2

Tank Size and Style: 1,000,000 Gallon Concrete

This agreement entered into by and between the City of Griffin hereinafter known as the Owner, and American Tank Maintenance, LLC hereinafter known as the Company.

The Owner agrees to employ the Company to provide the professional services needed to maintain its 1,000,000 gallon water storage tank located at Still Branch Concrete Clearwell Tank #2.

This agreement outlines the Company's responsibility and accountability for the care and maintenance of the above referenced water storage tank. The Company's care and maintenance shall include the following:

The Company shall furnish all specialized services necessary to inspect, washout and disinfect this tank during the term of this agreement.

The Company shall perform annual inspections and service the water storage tank beginning in Contract Year 1. The water storage tank and its components including the safety, sanitary, structure, security and coatings aspects of the water storage tank shall be inspected and the findings documented to ensure that the water storage tank is in a sound and watertight condition.

The Company shall schedule and coordinate a washout inspection of the water storage tank every three years with the Owner beginning in Contract Year 2. The Owner is responsible for draining the water storage tank. The Company shall clean the water storage tank of all mud, silt, and other accumulations which may be harmful to the water storage tank and/or its contents. The Company shall utilize high pressure equipment to perform this operation. Upon cleaning the water storage tank the Company shall inspect and document the condition as outlined in the preceding paragraph. Once the cleaning and inspection services are completed the Company shall disinfect the interior surfaces of the water storage tank utilizing AWWA Spray Method #2. A written report of the documented findings including photographs shall be made available to the Owner via mail or electronically.

The Company shall perform all services and utilize products which shall be equal to, or exceed the standards of the State of Georgia and American Water Works Association.

If the Owner needs and requests, then the Company shall provide pressure relief valves to the Owner for the Owner's use during service events which require the water storage tank to be drained.

The Owner shall have the right to continue this agreement for an indefinite period of time providing that the annual fee is paid in accordance with the terms of this agreement. The Owner shall have the right to terminate this agreement by sending written notice to American Tank Maintenance, LLC, PO Box 130, Warthen, GA 31094. The Owner's right to termination shall be subject to any agreement provisions incorporated herein.

The Company shall maintain and furnish current certificates of insurance coverage to the Owner during the duration of this agreement.

This agreement shall be managed by "Contract Years". "Contract Years" shall be defined as the consecutive 12 month periods beginning July 1, 2016 and each subsequent 12 month period. The annual fee for Contract Years 1, 2, & 3 shall be \$2,250.00 per year. The annual fee for Contract Year 4 shall be adjusted to reflect the current cost of service. The adjustment to annual fees shall be limited to a maximum of 4% annually. Any applicable taxes shall be the responsibility of the Owner.

The first annual fee for Contract Year 1 shall be due and payable in quarterly installments beginning July 1, 2016. The annual fee for Contract Year 2 shall be due and payable in quarterly installments beginning July 1, 2017. Each subsequent annual fee shall be due and payable in quarterly installments beginning each subsequent July 1st.

The Owner and the Company agree that any future mandated environmental, health or safety requirements which cause significant changes in cost of services provided under this agreement shall be cause for modification of this agreement. The Company is accepting this water storage tank under this agreement based on the current existing structure, components, location and surroundings. Any modification to the water storage tank, including antenna installations, and changes in surroundings especially real estate development shall be cause for modification of this agreement. This agreement does not include the cost for and/or liability on the part of the Company for: interior or exterior painting or coating, structural issues of any kind, containment or disposal of any hazardous waste materials, operational problems due to cold weather, Acts of God, structural damage due to antenna installations or other attachments for which the tanks was not originally designed, repairs to the foundation of the water storage tank, operational or structural problems caused by physical conditions below the surface of the ground, acts of terrorism, or other conditions which are beyond the Owner's and/or Company's control.

The Company reserves the right to assign any outstanding receivables from this agreement to its bank or other lending institution as collateral for any loans or lines of credit.

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_.


Owner:

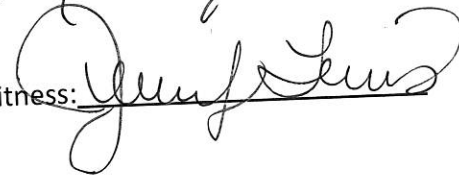
\_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

American Tank Maintenance, LLC

By: 

Witness: 

The above signatories certify that they are duly authorized to sign the Agreement on behalf of the entities represented.