

AGREEMENT FOR METER READING SERVICES

Bermex Inc. ("Contractor") herewith engages with City of Cartersville, Ga (Utility) to perform meter reading and contract services.

Appendix "A" METER READING SERVICE, is hereby attached and made a part of this Agreement.

Appendix "B" COMPENSATION, is hereby attached and made part of this Agreement.

The terms of this agreement will be for a period of One (1) year, effective 01-November-2022 through 30 October 2023. This contract can be renewed annually for up to two additional years if agreed upon by both parties.

Written notice concerning this Agreement will be directed to the Contractor at:

Bermex, Inc.
4500 Courthouse Blvd Suite #150
Stow, Ohio 44224
Attn: Kenny Murphy, President

Or to the Utility at:

City of Cartersville
10 N. Public Square
Cartersville, GA 30120
Attn: Freddy Morgan

Contractor agrees to notify the Utility in writing of any change in address or telephone number within ten (10) days of such change. Further, Contractor is to provide the Utility with a certificate of insurance as set forth in Appendix A, Section 3, INSURANCE.

It is expressly understood that the Contractor and its' employees are serving as an independent contractor with the City of Cartersville, GA, in conformance with the scope of service described herein.

-SIGNATURES ON THE NEXT PAGE-

APPROVED THIS ____ DAY OF _____, 2022.

CONTRACTOR:

Bermex, Inc.

Signature_____

Printed_____

Title_____

Dated_____

UTILITY:

CITY OF CARTERSVILLE, GEORGIA

By:_____

Matthew J. Santini, Mayor

Attested to by:

Julia Drake, City Clerk

[AFFIX SEAL]

Dated:_____

APPENDIX "A"

METER READING SERVICES

1. SCOPE OF SERVICES

Contractor's meter reader(s) shall be responsible for obtaining complete, accurate meter reading and recording them in hand-held meter reading devices to be provided by the Utility in accordance with the schedule established. The Utility shall be responsible for providing electronic meter reading devices which are properly functioning and calibrated for Contractor's use. The electronic meter reading devices shall be programmed daily by the Utility and available to Contractor at the beginning of each day. The Utility will be responsible for providing all necessary communications equipment and have all routes loaded daily by 8:00am per the schedule agreed by Contractor and Utility. The individual(s) shall be responsible daily to report damaged and/or broken meter and meter boxes and unreadable meters, etc., observed during the performance of their duties. Employee may be requested to complete service orders at the direction of the Utility. The employee will be required to be properly trained and have sufficient knowledge to complete the tasks assigned. Specialty training will be provided to the Contractor by the Utility as to ensure that Contractor is performing all tasks to the Utilities standards. Additionally, if during the course of their duties an employee comes across abnormal operating conditions, the meter reader will advise the Utility promptly. In no case shall Contractor be liable for not reading a meter due to unforeseen circumstances or circumstances beyond its control.

Readings shall be taken no earlier than 8:00 am and no later than 5:00 pm from Monday thru Friday. The meter reader must complete the reading of the entire route within its scheduled window. Reading the meters on Saturday will be allowed if circumstances require and prior approval is obtained from the Utility. Readings on Sunday and special Holidays shall be prohibited. Exceptions to these hours must have prior approval by the Utility, Weather conditions must not prevent the accomplishment of services under this contract unless otherwise agreed by the Utility. All extreme weather events that cause a delay in reading schedule will be communicated to the Utility and a change in schedule will be approved.

Utility observes the following yearly holiday schedule, and no services from Contractor will be required on the dates so listed below:

New Year's Day	January 1 st
Martin Luther King Day	As designated by the state
Good Friday	
Memorial Day	Last Monday in May
Fourth of July	
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving holiday	Fourth Thursday & Friday in November
Christmas holiday	Christmas Eve & Christmas day

***If a holiday falls on Sunday, you will receive the Monday immediately following the holiday off. If a holiday falls on Saturday you will receive the Friday immediately preceding the holiday off.**

2. PERSONNEL

The individual(s) performing the service shall, at all times, be properly attired including use of hard sole shoes. Shirts which will clearly identify Contractor's as "meter readers" must be always worn. Contractor's vehicles must also clearly identify that they are a Contract Meter Reader. Signage for contractors' vehicles will be approved by the utility. Contractor will promptly return all Utility handheld devices upon termination or non-renewal of this Agreement before payment of any sums due Contractor will be made by the Utility.

3. INSURANCE

Contractor shall provide the following insurance:

- a) Workers Compensation/Employers liability as required by state law.
- b) Commercial general liability insurance with limits of not less than \$1,000,000 each occurrence and aggregate of \$2,000,000.
- c) Commercial automobile liability insurance with a limit for bodily injury and property damage of not less than \$1,000,000 each accident.

The Utility shall not be liable for any injuries or accidents to Contractor or individuals in its employ, which may occur during the course of performing services to the Utility. The Utility shall not be held liable for third party bodily injury or property damage claims to the extent caused by Contractor or its employees.

4. **MISCELLANEOUS**

4.1 FORCE MAJEURE

Performance of this Agreement by each party shall be pursued with due diligence in all requirements hereof; however, neither party shall be liable for any loss or damage for delay or for nonperformance due to the causes not reasonably within its control, such as acts of civil, or military authority (including courts or administrative agencies) acts of God, war, riot or insurrection, inability, to obtain required permits or licenses, blockades, embargoes, sabotage, epidemics, fires, unusually severe floods, strikes, lockouts or other labor disputes or difficulties; and provide the party affected shall promptly notify the other in writing of the nature, cause, date of commencement thereof, the anticipated extent of such delay. In the event of any delay resulting from such causes, the time of performance of each the parties hereunder shall be extended for a time period equal to the period of such delay.

4.2 TERMINATION

This Agreement may be terminated at will by either party upon giving the other party sixty (60) days written notice.

4.3 COMPLETE AGREEMENT

This Agreement is intended as the complete and exclusive statement of the agreement between the parties. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as the Agreement and agreed to by both parties.

APPENDIX "B"

COMPENSATION

1. **PRICE OF SERVICES**

The price to perform the services set forth in the Agreement will be **\$49.00 US per hour**. Bermex will perform the defined scope of work and all other service orders requested by the Utility during normal business hours of 8:00 am to 5:00 pm Monday through Friday.

Overtime Rate of \$68.00 per hour- Overtime will be paid for all hours worked greater than 40 hours, or anytime the city requests work to be performed on Saturday or Sunday.

Contractor reserves the right to increase the hourly rate of the service. Notice of rate change will be provided to the Utility no less than 60 days prior to annual renewal and will be agreed upon by both parties.

2. **INVOICING**

Contractor will invoice the Utility monthly. Payment shall be made within 30 days following the receipt of a correct invoice. Invoices that are not paid within 60 days will incur a 1.5% late penalty.