

Village of Warwick
SOLICITATION FOR BIDS

NOTICE IS HEREBY GIVEN that sealed proposals are sought and requested by the Village of Warwick (hereinafter called "Owner") for the following professional services:

1. Operate and maintain the public water production system in the Village of Warwick, New York in accordance with the Scope of Work and AGREEMENT provided. The Village of Warwick Water Production System is comprised of a Surface Water Treatment Plant, a Groundwater Microfiltration Treatment Plant, two groundwater wells, six water storage tanks, and associated pump stations.
2. Operate and maintain the Wastewater System including the Treatment Facility on River Street and all Sewage Pump Stations located in the Village of Warwick, New York in accordance with the Scope of Work and AGREEMENT provided. The Wastewater Treatment Plant is a Class 3 Plant, which is permitted to treat one million gallons per day (1-MGD).
3. An optional bid is invited to provide combined services for operating both systems.

Sealed Bids will be received by the Village Clerk in the Village Hall, 77 Main Street, Warwick, NY until 11:30 AM (local time) on April 11, 2023 at which time and place all Bids will be opened and publicly read aloud.

No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening thereof.

SITE VISIT

A site visit will be held beginning at 10 AM on March 29, 2023 at which time a tour of major components of both systems will be conducted. The site visit will begin from the Wastewater Treatment Plant on River Street.

ADDENDA AND INTERPRETATION

No interpretation of the meaning of the specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretations should be in writing addressed to the Village Clerk of the Village of Warwick, P.O. Box 369, 77 Main Street, Warwick, New York 10990, and to be given consideration must be received by March 31, 2023. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum to the specifications which, if issued, will be mailed by certified mail with return receipt requested, or sent by FAX, or sent by e-mail to all prospective bidders (at respective address furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid submitted. Any addenda so issued shall become part of the contract document.

TERM; OPTIONS FOR RENEWALS; TERMINATION

The initial term of the contract shall commence on June 1, 2023 and end May 31, 2026. The Village at its sole discretion may renew this contract for two (2) additional successive periods of one (1) year each (June 1, 2026 through May 31, 2027 and June 1, 2027 through May 31, 2028) on the same terms and conditions set forth herein. The Village may terminate the contract, in whole or part, immediately upon the failure of the Contractor to comply with any of the terms of the contract

PROFESSIONAL QUALIFICATIONS

Bidder is required to submit with the bid the information requested in Record of Experience. The Bidder is invited to provide pertinent supplemental information in addition to completing the Record of Experience.

FINANCIAL STABILITY

The successful Bidder must demonstrate financial stability. The Village of Warwick reserves the right to conduct independent background checks and obtain credit reports to determine the financial strength of any and all organizations or individuals submitting proposals. The Village has the right at any time to ask for adequate assurances and contractors' failure to provide such assurances shall be deemed a breach and will allow the Village to immediately terminate this agreement.

AWARD OF BID

The Village of Warwick intends to award the bid based on the combination of professional experience and qualification and cost which it deems to be in the best interest of the Village.

OWNER RIGHTS RESERVED

The Owner reserves the right to waive informalities and to reject any or all bids, or any part of any or all bids.

STATEMENT OF EQUALITY

The Village of Warwick hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, or national origin in consideration of an award.

SEXUAL HARASSMENT PREVENTION

The Bidder is required to provide proof that it has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees and that said policy meets the requirements of section 201-g of the New York State Labor Law.

STATEMENT OF NON-COLLUSION

Bidders on Contracts are required to execute a non-collusive bidding affidavit pursuant to Section 103d of the General Municipal Law of the State of New York a copy of which is attached.

TAXES

Subject to the provisions of Article 28, Part III of the New York State Tax Law and the provision of the Contract Documents, the Owner is exempt from payment of sales and compensating use taxes of the State of New York and cities and counties on all materials supplied to the owner pursuant to this contract.

ESCALATION OF FEES

The fees under the Agreement will be adjusted annually on June 1, in accordance with the Consumer Price Index for the Northeast Region, for the previous twelve (12) month period.

SCOPE OF WORK

The scope of work is as presented in the Solicitation for Bids including the Water Production System Operation and Maintenance Agreement and Wastewater System Operation and Maintenance Agreement.

Water Production System

Operate and maintain the Village of Warwick Water Production System, which serves approximately 6,800 people through 2,558 service connections. The total water produced in 2022 was 235,841,000 gallons. The main source of water comes from three reservoirs located on Black Rock Road in Warwick, NY. The reservoirs are supplemented by two groundwater wells located within the Village. The system is comprised of a Water Treatment Plant for treatment of the reservoirs, two groundwater wells, six water storage tanks, and six pump stations. A description of each of the water system facilities is provided below:

Surface Water Treatment Plant: Water from the three reservoirs is gravity fed into the water filtration plant where it is treated with FA900s (a coagulant) then filtered to remove particulate matter, disinfected with sodium hypochlorite, and treated with potassium permanganate for taste and odor control prior to distribution.

Groundwater Treatment Plant: A Pall micro-filtration system completed in 2012 treats water pumped from Well #2.

Well #3 Source: Currently Well #3 is offline. If it became necessary to use this source the Village would be under a "Boil Water" Order. A bag and cartridge filtration plant with UV is expected to be constructed and brought online during the initial 3-year period of the contract. At that time the contract amount will be renegotiated.

Water Storage Tanks & Pump Stations: The Village Water Supply System is made up of six water storage tanks with water storage capacities ranging from 86,000 gallons to 500,000 gallons along with six pump stations. Many of the pump stations are housed in confined spaces and require OSHA requirements for confined space entry to be followed. Contractor's staff must have certification and proper training and have proper equipment for work in such environments.

Please refer to the following list of items to be completed:

- Maintain the water treatment facilities, equipment, well houses, water storage tanks, and pump stations in top working order.
- To maintain twenty-four (24) hour service to the Owner for the above areas;
- To perform daily laboratory control testing and analyses to satisfy the regulatory requirements for the system including all other sampling and testing required by the New York State Health Department (NYSDOH) and Orange County Health Department (OCHD);
- Collect and send all water quality samples required by the State and County Health Departments to a New York State Department of Health certified lab.
- Perform routine Production System Maintenance on the above areas and develop a preventative maintenance program for all equipment. All routine maintenance and repairs shall be well documented and submitted as a report to Owner.
- To complete and submit to the Owner and Health Department all reports required by the NYSDOH and OCHD in a timely manner as well as any reports required by the Owner. This should include the Annual Water Quality Report, responses to health department inspections, along with monthly reports on the operation and maintenance of the water production system to be submitted to the Owner. Monthly report should include information such as water quality testing, regular maintenance and repair of two groundwater wells, water filtration plant, six storage tanks and six pump stations completed, and water production, etc.
- To attend any meetings with the Village, NYSDOH, OCHD, or any other regulatory unit that the Owner deems necessary;
- To assist the Owner in preparing the yearly budget for the water supply system operation and maintenance;
- To maintain the proper insurance coverage at all times as per the Village requirements;
- To maintain required certification at all times during the term of the contract.
- To furnish and staff the plant with one certified operator to oversee and manage the existing staff at all times during the term of the contract in order to meet the efficiency standards and water supply standards of the Village of Warwick, the NYSDOH, and OCHD.
- Provide, oversee, and/or coordinate any contracted services necessary.

Wastewater System

To operate the Wastewater Treatment Plant on River Street, a Class 3 Plant, which is permitted to treat one million gallons per day (1 MGD), and the Village's seven (7) Pump Stations. A new treatment plant is currently being designed and is anticipated to be brought online during the initial 3-year period of the contract. At that time the contract amount will be renegotiated. The new plant will have a 1.25MGD capacity and will use SBR technology.

Please refer to the following list of items to be completed:

- To maintain the treatment plant and equipment in top working order;
- To maintain the pump stations in top working order;
- To maintain the buildings and grounds in a clean, safe manner;
- To perform routine lawn maintenance with lawn mower and trimmer provided by the OWNER;
- To maintain twenty-four (24) hour service to the OWNER for the above system components;
- To perform daily laboratory control testing and analyses to satisfy the regulatory requirements for the plant;
- To collect and transport samples to a New York State approved laboratory as required by the SPDES Permit;
- To provide visual observations of the pump station wet wells on the weekends and appropriately log wet well levels and time of day;
- To perform routine maintenance duties and develop and provide preventive maintenance programs for all equipment;
- To repair all equipment to insure the proper running of the plant and pump station;
- To complete and submit to the OWNER all reports required by the NYSDEC in a timely manner;
- To complete and submit any report required by the OWNER;
- To attend any meeting with the Village, NYSDEC, EPA or any other regulatory unit that the OWNER feels necessary;
- To provide, oversee and/or coordinate any contracted services that are needed at the Sewage Treatment Plant or Pump Stations;
- To insure that all safety procedures are followed by plant personnel and visitors to the plant;
- To assist the OWNER in preparing the yearly budget for the plant and pump station;
- To maintain the proper insurance coverage at all times as per the Village requirements; and,
- To furnish and staff this plant at all times during the term of the contract to meet the efficiency standards and plant standards of the Village of Warwick and the NYSDEC.

Raina Abramson, Clerk
Village of Warwick
P.O. Box 369
Warwick, New York 10990
(845) 986-2031
clerk@villageofwarwick.org

RECORD OF EXPERIENCE

(Information to be submitted with Bid)

1. GENERAL

- a. Name of Firm
- b. Address
- c. Years in Business
- d. Number of Full Time Employees

2. WATER PRODUCTION SYSTEM

- a. Names and roles of the individuals who will perform the services and description of their education, licenses and experience with projects similar to the services contained herein including their education, degrees and certifications
- b. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff)
- c. For three clients served within the past 5 years provide name, contact (reference) name and phone, description of system components part of contract, years of contract, description of services provided, and lead employee

3. WASTEWATER SYSTEM

- a. Names and roles of the individuals who will perform the services and description of their education, licenses and experience with projects similar to the services contained herein including their education, degrees and certifications
- b. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):
- c. For three clients served within the past 5 years provide name, contact (reference) name and phone, description of system components part of contract, years of contract, description of services provided, and lead employees

Bidders may submit bids for either or both Bid Items 1 and 2.

Bidders submitting a bid for Bid Item #3 must also provide bids for Bid Items #1 and #2.
 Note the amount bid in Item #3 does not have to be the sum of Bid Items #1 and #2.

Bid Item #3				
Combined Bid for Water Production and Wastewater Systems			First Year Cost per Month	\$ _____
Additional Rates not included in monthly cost (List activity, unit and amount)				
Activity			Unit	Amount
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____

Company Name:	_____
Printed Name of Officer:	_____
Title:	_____
Signature:	_____

VILLAGE OF WARWICK, NEW YORK

PROFESSIONAL SERVICE ENTITY INFORMATION FORM

If the Professional Service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: _____

Address: _____

Telephone No.: _____ Social Security No.: _____

Fax No.: _____ E-Mail: _____

If individual has a TRADE NAME, give such trade name:

Trading As: _____ Telephone No.: _____

Signature: _____

If the Professional Service Entity is a ***PARTNERSHIP***, give the following information:

Name of Partners: _____

Firm Name: _____

Address: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Social Security No.: _____

Signature of authorized agent: _____

If the Professional Service Entity is **INCORPORATED**, give the following information:

State under whose laws incorporated: _____

Location of principal office: _____

Telephone No.: _____ Federal I.D. No.: _____

Fax No.: _____ E-Mail: _____

Name of agent in charge of said office upon whom notice may be legally served:

Telephone No.: _____ Name of Corporation: _____

Signature: _____ Name (printed): _____

Title: _____

Address:

VILLAGE OF WARWICK
BID FOR PROFESSIONAL SERVICES
OPERATE AND MAINTAIN WATER PRODUCTION AND WASTEWATER SYSTEMS

GENERAL MUNICIPAL LAW: Section 103(d)
"NON-COLLUSIVE BIDDING CERTIFICATE"

1. By submission of his bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid, each party thereto, certifies as to its own organization under penalty of perjury that to the best of their knowledge and belief:

a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, with any competitor;

b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not knowingly be disclosed by the bidder prior to opening, directly, to any other bidder or to any competitor; and

c. No attempt has been made or will be made by the bidder to include any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signature: _____

Printed name: _____

Title: _____

Company: _____

Date: _____

**VILLAGE OF WARWICK
WATER PRODUCTION SYSTEM
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into the ____ day of _____, 2023 by and between the Village of Warwick, located at 77 Main Street, P.O. Box 369, Warwick, New York 10990, hereinafter referred to as the “CLIENT” and _____ hereinafter referred to as the “CONTRACTOR” having its principal offices at _____ in the following manner:

Witnesseth

WHEREAS, the CLIENT requires professional services to operate and maintain the Village of Warwick Water Production System (minimum certification IIA plus D) in conformance with procedures mandated by governmental regulatory agencies and to assure the preservation of the health and welfare of the surrounding communities; and

WHEREAS, the Village of Warwick is the owner and manager of the previously mentioned Water Production System, located in the Village of Warwick, County of Orange and State of New York; and

WHEREAS, the term Water Production System refers to the Water Filtration Plant, the Well #2 Microfiltration Plant, two groundwater wells, six water storage tanks, and six pump stations, located in the Village of Warwick, County of Orange and State of New York; and

WHEREAS, the CONTRACTOR warrants, insures and has provided proof that it has the requisite NYS Department of Health classification qualifications (IIA certification for the treatment plants and D for the distribution system); the requisite experience, and expertise for the operation and maintenance of said Water Supply System in compliance with Local, State and Federal Law, and the objectives of the CLIENT; and

WHEREAS, the parties have agreed to the scope of the services to be provided by the CONTRACTOR and the CLIENT as well as the compensation for services;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and subject to the terms and conditions herein stated, it is hereby understood and agreed to by the parties as follows:

Scope of Work and Performance of Services by the CONTRACTOR

1. Maintenance and Operation Services:

The CONTRACTOR will supply professional services to operate and maintain the previously mentioned Water Production System in the Village of Warwick, County of Orange, as required, to insure proper operation and maintenance of the existing groundwater supply wells, water filtration plant, six water storage tanks, and six pump stations, commencing on June 1, 2023 and ending May 31, 2026. The Village may renew this contract for two (2) additional successive periods of one (1) year each (June 1, 2026 through May 31, 2027 and June 1, 2027 through May 31, 2028) on the same terms and conditions set forth herein.

2. Compliance With State and Local Laws Regarding Operation:

The quantities and skill categories of personnel, applicable man-hours, materials and techniques that shall be utilized to perform the assignment represent those which to the CONTRACTOR's best knowledge and professional experience in the performance of previous work of an identical nature, which will adequately conform to recognized Environmental Protection Agency operations procedures and to the New York State and Orange County Health Department mandated standards for the operation and maintenance of the water system, as set forth in the following and in the course of daily, weekly, monthly and quarterly task activities. The minimum chief operator certification for the system shall be a grade IIA and D per Part 5 of the New York State Sanitary Code. The CONTRACTOR'S designated operator will provide a copy of a current operator license, post it at the site and will maintain a valid operator certificate while this contract is in effect.

3. Demonstrate Water System Compliance with Regulations:

The CONTRACTOR shall collect, analyze and submit all water system samples and report results required per New York State and the Environmental Protection Agency regulations. Sampling shall be completed at the frequency prescribed in state regulations and shall include all required contaminants. Collected water samples shall be analyzed by a New York State Department of Health certified laboratory. The CONTRACTOR is responsible for maintaining and calibrating the chemical feed equipment as required, to meet water quality regulations. CONTRACTOR shall be responsible for collecting water samples for analyses and testing as described above, or at any other time deemed necessary by CLIENT or CONTRACTOR. The cost of water sample testing and analysis by an outside laboratory will be contracted and paid for by the CLIENT.

4. Schedule Routine Operation and Maintenance of Water Production Systems:

The CONTRACTOR shall operate and maintain the Water Production System in a program, on a frequency in accordance with prevailing operations practice, and daily series of "hands-on" inspections performed with appropriate tools and special test equipment. Records of such routine operations and performed regular maintenance shall be kept by CONTRACTOR in the regular course of business and shall be available for inspection by CLIENT upon 3 hours notice to CONTRACTOR. Responsibilities will include but not be limited to regular maintenance on the water filtration plant, Well #2 Microfiltration Plant, groundwater supply wells, six water storage tanks, and six pump stations.

5. Responsibility for Failure to Meet Regulations:

The CONTRACTOR shall be liable for all fines which may be imposed by a regulatory agency for the CONTRACTOR's caused violations of current standards established by the regulatory agency within the scope of this contract. The CONTRACTOR reserves the right to contest any such fines in administrative proceedings and/or in court prior to any payment by the CONTRACTOR at its sole cost and expense, provided the CLIENT is not thereby prejudiced in any way or incurs any out of pocket expense.

6. Process Improvement:

The CONTRACTOR will be responsible for analyzing operational data to determine changes and improvement for more efficient operation. Findings shall be included within monthly reports to be submitted to CLIENT.

7. Onsite Inspections:

The CONTRACTOR shall be onsite for all State and County Health Department site inspections as requested by the CLIENT or any state or county inspector. The CONTRACTOR will be

responsible for responding to all health department inspection reports and address all deficiencies reported for the water production system.

8. Maintain Facility Cleanliness:

The CONTRACTOR shall conduct its assignments and maintain each work place in clean, sanitary and hygienic condition at all times. The CONTRACTOR is responsible for maintaining the landscaping and lawn areas at the Water Filtration Plant only. A mower will be provided by CLIENT. Walkways and walking access to facilities will be maintained by the CONTRACTOR. The CONTRACTOR will be responsible for pumping rainwater/floodwater/leakage at the pumping stations.

9. Provide Emergency Services:

The CONTRACTOR will provide a twenty-four (24) hour, seven (7) day per week emergency on-call service. The distance between the CONTRACTOR and water supply system shall be such that in the event of an emergency the CONTRACTOR is able to reach the water system within one hour of first notification of emergency. The CONTRACTOR is responsible to provide staffing resources to respond to emergencies, after hours or otherwise, at the facilities it is responsible to maintain and implement the necessary corrective action.

10. Provide Additional Services:

Additional assignments may be carried out under this Agreement with the mutual written consent of both parties. The cost of same shall be separately negotiated.

11. Authorization for Corrective Maintenance:

The CONTRACTOR will obtain written authorization for any corrective maintenance from the CLIENT's designated representative prior to proceeding. The cost of any corrective maintenance will be negotiated in addition to the terms of this Agreement.

12. Record Compilation:

All records compiled, together with the information and material gathered by the CONTRACTOR, in pursuing the objectives of this Agreement, including written reports and all other data in a like manner shall become and remain the property of the CLIENT. Records shall be kept on all operational, maintenance, and administrative matters of all water system activities. Monthly reports to CLIENT will be required in writing, notifying client of all water system activities completed including but not limited to dates times and locations of water samples taken, analysis results, regular maintenance completed, other maintenance or repairs performed operational problems, a daily log of activities by all on site employees etc.

13. Assist in Yearly Budget:

The CONTRACTOR shall assist in the preparation and presentation of that portion of the CLIENT's budget corresponding to the substance of the Agreement at public hearings, Board meetings, etc. that the CLIENT may hold in reference to the facility.

14. Follow all Applicable Laws:

All applicable provisions of the laws of the Federal Government, the State of New York and/or the County of Orange are deemed to be incorporated in and made part of this Agreement.

15. Compliance with State and Federal Labor Laws:

The CONTRACTOR shall comply with all applicable provisions of the United States and New York State Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law,

Federal Social Security Law, and any and all rules and regulations pertaining to the operation and maintenance of municipal water supply facilities promulgated by the Department of Labor and/or the Industrial Commissioner of New York and all amendments and additions thereto. This includes but is not necessarily limited to compliance with New York State Department of Labor law related to the payment of Prevailing Wages. For tasks requiring payment of prevailing wage rates the CONTRACTOR must submit to CLIENT certified payroll for the period in which the task is performed.

16. Oversee/Coordinate Any Necessary Contracted Services:

The CONTRACTOR shall exchange information developed during the course of the work with such consultants as the CLIENT may choose to employ as pertinent to the objectives of the Agreement and shall work with the consultants so as to produce a unified recommended approach to the comprehensive wastewater treatment planning objectives of the CLIENT. The CONTRACTOR will be responsible for advising the Village of the need for services, obtaining goods or services in accordance with the CLIENT'S Procurement Policy, and confirming that the services were delivered as ordered.

17. Report Costs and Consumption Data:

The CONTRACTOR shall submit, if required, to the CLIENT variance reports reflecting variations of costs and consumptions occurring during each reporting period in the course of implementing this Agreement, together with data pertinent to the program objectives of the CLIENT.

18. Furnish and Staff Water Facilities:

The CONTRACTOR is responsible for providing qualified personnel to carry out daily routine operations and maintenance seven (7) days per week, three hundred sixty-five (365) days per year including but not limited to: fully staffing the water treatment systems, the pump stations and storage tanks. The CONTRACTOR is responsible for fully staffing and providing vehicle(s) for the operation of the facilities cited including routine shift coverage as well as emergency response and alarm response events.

19. Safety:

The Contractor must have an organized safety program in full compliance with applicable federal state and local regulations.

20. Employee Changes:

Contractor must communicate as soon as possible, and if possible prior to, when an employee is being moved, changed, terminated or replaced for any reason. If the employee is not leaving the company, then the Contractor must provide a reason in advance to why the employee is being moved/transferred or replaced.

21. Financial Stability:

The CLIENT has the right at any time to ask for adequate assurances from the CONTRACTOR and CONTRACTOR'S failure to provide such assurances shall be deemed a breach and will allow the CLIENT to immediately terminate this agreement.

22. Additional Storage:

Any storage required by the CONTRACTOR that is in addition to storage available in the facilities is the responsibility of the CONTRACTOR.

23. Insurance Requirements:

A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.

B. The policy naming the municipality as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the municipality.
- State that the organization's coverage shall be primary and non-contributory coverage for the municipality, its Board, employees and volunteers.
- The municipality shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using **both** CG 20 33 10 01 and CG 20 37 10 01 **together**. A completed copy of the endorsement must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the contractor (e.g., remediation or abatement services) that are covered by the commercial general liability, environmental and the excess policies.
- At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

C. The contractor agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.

D. Required Insurance:

No less than the following:

- Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
- Automobile Liability
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- Workers' Compensation, Employers Liability and NYS Disability Insurance, Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- Environmental Contractors Liability Insurance
With coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$2,000,000 per occurrence/ \$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting

hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.

- Excess Insurance
\$3,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

E. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

F. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYSIR, as the municipality's insurer.

Services to Be Furnished By the CLIENT

The following will be the responsibility of the CLIENT and are to be furnished free-of-charge to the CONTRACTOR:

- Adequate space to carry out routine control tests and observations.
- Light and power to all spaces and equipment.
- Adequate fire protection, security lock-up systems and intruder preventive safeguards.
- Any taxes, fiscal assessments or any form of charges by local, county, state, or federal authorities.
- Qualified designated representative to certify and authorize work schedules and requirements, as well as any corrective maintenance required which is not within the scope of this Agreement.
- Prompt action on the CONTRACTOR's requests for authorizations and approvals so as to permit an orderly and expeditious progress in execution of the work.
- The disposal of waste materials, including sludge, arising from the implementation of the Operation and Maintenance Program in this Agreement in accordance with a schedule to be agreed upon by the parties herein. If the CONTRACTOR is required to remove and dispose of such materials, the cost of doing so shall be borne by the CLIENT in a separate Agreement.
- Provide safe, accessible entry and exit to each work site for the passage of the CONTRACTOR's personnel and vehicles. This shall include the removal and disposal of snow precipitations and extraneous obstacles or debris, limited to roadways and parking lots.
- The CLIENT has the option to provide additional labor to carry out any maintenance not within the scope of this Agreement.

- The cost of all chemicals and special equipment necessary to achieve the mandated requirements.
- The CLIENT shall examine all studies, reports, and other documents as may be presented by the CONTRACTOR, obtain advice of an attorney and such other consultants as the CLIENT may deem appropriate for such examination and render in writing decisions pertaining thereto in a reasonable time when so required by the CONTRACTOR.
- The CLIENT will supply tools (wrenches, power tools etc.) for regular maintenance and the CONTRACTOR will keep an inventory of all Village property.
- The Village will provide confined space entry equipment, including portable ventilation, gas meters, tripod, and harness.
- The CLIENT will support the CONTRACTOR by supplying items needed for the maintenance of the system.
- The CLIENT will be responsible for payment for all annual maintenance contracts as they relate to chain falls, generators, laboratory bench top calibrations, and flow meter calibrations.
- The CLIENT shall remain responsible for Meter reading.
- The water distribution system excluding the pump stations and storage tanks will be maintained by the CLIENT and will include the maintenance and repair of hydrants and water mains.
- Flushing of water mains shall remain the responsibility of the CLIENT and shall continue to be performed in the evenings, but may be performed at any other time deemed necessary by the CLIENT.
- CLIENT owns a portable generator that it will make available in the event of a power outage. CLIENT will supply additional portable generators if necessary, at no cost to the Contractor.
- CLIENT will provide temporary pumping in the event of a failure of a pumping station.
- The cost of water sample testing and analysis by an outside laboratory will be paid for by the CLIENT. The CONTRACTOR is responsible for collecting samples and transporting samples to the laboratory.

Cost of Services to be Provided by the CONTRACTOR

The cost to the CLIENT for the Operations and Maintenance services as described herein and provided by the CONTRACTOR is itemized in Schedule A.

The terms of payment for the CONTRACTOR's services outlined herein shall be payable each month commencing at the execution of the Agreement. Payment for a partial month shall be prorated based on the actual number of days this Agreement was in force during that month.

The CLIENT shall pay the CONTRACTOR for preapproved corrective maintenance services rendered within thirty (30) days of presentation by the CONTRACTOR to the CLIENT of a voucher acceptable to the CLIENT.

Unless otherwise requested in writing, the CLIENT shall mail all payments to the CONTRACTOR at its principle address herein or as hereinafter amended

The above prices are firm except as they may be changed by governmental decrees or requirements tending to affect man-hour rates subsequent to the Operations and Maintenance assignment. In such case, the CONTRACTOR reserves the right for fair settlement with the CLIENT of reimbursement for any increased costs which may result from same.

It is understood between the parties that the prices agreed to herein are based upon existing mandated regulatory standards and that in the event such standards shall be materially increased or require significant additional services, compensation for the same shall be separately negotiated.

If the CLIENT observes or otherwise becomes aware of any fault or defect in the services of the contractor or nonconformance with the substance and intent of this Agreement, the CLIENT shall give prompt written notice thereof to the CONTRACTOR. CONTRACTOR agrees to respond to CLIENT within 48 hours of receipt of any such notice. Such response shall include findings of the CONTRACTOR inspection of the noticed issue, a plan and time frame to bring the non-conforming issue into compliance and an estimate of the costs of such plan.

EITHER PARTY HERETO, upon evidence of negligent acts, substantial misfeasance or nonfeasance in the performance of the Agreement within the limitations of the existing facility, the injured party may serve a Notice of Grievance to the other party requesting satisfactions thereof within fifteen (15) working days of the notification date. Failing which, the aggrieved party may invoke termination of this Agreement by serving written Notice of Cancellation by registered mail through the United States Postal Service.

The fee for this contract is \$_____ per month.

The term of this Agreement will end May 31, 2026, unless sooner terminated as set forth herein.

The fees under this Agreement will be adjusted annually on June 1, in accordance with the Consumer Price Index for the Northeast Region, for the previous twelve (12) month period.

PRINTED NAME: _____
POSITION: _____
SIGNATURE: _____
DATE: _____

VILLAGE OF WARWICK

PRINTED NAME: Michael Newhard
POSITION: Mayor
SIGNATURE: _____
DATE: _____

SAMPLE COPY ONLY-not to be executed

SCHEDULE A

The Contractor Shall Provide the Following Basic Services as Described Herein:

Water Production System Contracted Services

I. TYPE OF PROJECT

TYPE A: Total operation of the Water Production System by Contract;

II. DESCRIPTION OF WORK TO BE PERFORMED IN TYPE A

To operate the Water Filtration Plant, the Well #2 Microfiltration Plant, two groundwater wells, six water storage tanks, and six pump stations.

- To maintain the facilities and equipment in top working order;
- To maintain the buildings and grounds at each area above in a clean, safe manner;
- To perform routine lawn maintenance with lawn mower and trimmer provided by the CLIENT;
- To perform routine winter maintenance including snow removal with equipment provided by the CLIENT;
- To maintain twenty-four (24) hour service to the CLIENT for the above areas;
- To perform daily and other laboratory control testing and analyses to satisfy the regulatory requirements for this plant;
- To collect and transport samples to a New York State approved laboratory;
- To perform routine maintenance duties and develop and provide preventive maintenance programs for all equipment;
- To repair all equipment to insure the proper running of this plant and pump station;
- To complete and submit to the CLIENT all reports required by regulatory agencies in a timely manner;
- To complete and submit any report required by the CLIENT;
- To attend any meeting with the Village, NYSDOH, NYSDEC, Orange County Department of Health, EPA or any other regulatory unit that the CLIENT feels necessary;
- To provide, oversee and/or coordinate any contracted services that are needed at the Sewage Treatment Plant or Pump Stations;
- To insure that all safety procedures are followed by plant personnel and visitors to the plant;
- To assist the CLIENT in preparing the yearly budget for the plant and pump station;
- To maintain the proper insurance coverage at all times as per the Village requirements; and,
- To furnish and staff this plant at all times during the term of the contract to meet the efficiency standards and plant standards of the Village of Warwick and the NYSDEC.

**VILLAGE OF WARWICK
WASTEWATER TREATMENT SYSTEM
OPERATION AND MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into the _____ day of _____, 2023 by and between the Village of Warwick, located at 77 Main Street, P.O. Box 369, Warwick New York 10990, hereinafter referred to as the "CLIENT" and _____ hereinafter referred to as the "CONTRACTOR" having its principal offices at _____ in the following manner:

Witnesseth

WHEREAS, the CLIENT requires professional services to operate and maintain the Village of Warwick Sewage Treatment Facility (Plant Class 3) and Pump Stations in conformance with procedures mandated by governmental regulatory agencies and to assure the preservation of the health and welfare of the surrounding communities; and

WHEREAS, the Village of Warwick is the owner and manager of the previously mentioned Sewage Treatment Facility and Pump Stations, which are located in the Village of Warwick, County of Orange and State of New York; and

WHEREAS, the CONTRACTOR has the requisite qualifications (Grade 3), experience, and expertise for the operation and maintenance of said Sewage Treatment Facility and Pump Stations in compliance with the objectives of the CLIENT; and

WHEREAS, the parties have agreed to the scope of the services to be provided by the CONTRACTOR and the CLIENT as well as the compensation for services;

NOW, THEREFORE, in consideration of the mutual Agreements contained and subject to the terms and conditions herein stated, it is hereby understood and agreed by the parties as follows:

Scope of Work and Performance of Services by the CONTRACTOR

1. **Maintenance and Operation Services:**

The CONTRACTOR will supply professional services to operate and maintain the previously mentioned Sewage Treatment Facility and Pump Stations in the Village of Warwick, County of Orange, as required, to insure proper operation and maintenance of the existing facility pump stations, commencing on June 1, 2023 and ending May 31, 2026. The Village may renew this contract for two (2) additional successive periods of one (1) year each (June 1, 2026 through May 31, 2027 and June 1, 2027 through May 31, 2028) on the same terms and conditions set forth herein.

2. **Compliance With State and Local Laws Regarding Operation:**

The quantities and skill categories of personnel, applicable man-hours, materials and techniques that shall be utilized to perform the assignment represent those which to the CONTRACTOR's best knowledge and professional experience in the performance of previous work of an identical nature, which will adequately conform to recognized Environmental Protection Agency operations procedures and to the New York State and Orange County mandated standards for the operation and maintenance of the systems, as set forth in the following and in the course of daily, weekly, monthly and quarterly task activities. The minimum chief operator certification for the plant shall be a Grade 3 per State Regulation 6NYCRR Part 650.

3. Demonstrate Wastewater System Compliance with Regulations:

The CONTRACTOR shall perform, record and implement the appropriate action necessary as derived from visual, sensory and biochemical observations taken of critical key elements in each process limit area to determine the presence or absence of plant compliance within the permissible range of quality parameters prescribed by the New York State Department of Environmental Conservation. Such records shall be delivered to CLIENT every 60 days. If compliance is not found, such compliance will be obtained, if within the scope of this Agreement; if without, the CONTRACTOR will make its professional recommendations as to those steps necessary to obtain compliance. Proof of such compliance or record of the recommendations shall be made in writing and delivered to CLIENT within 10 days of the discovery of non-compliance.

4. Schedule Routine Operation and Maintenance of Plant:

The CONTRACTOR shall operate and maintain the Sewage Treatment Facility and Pump Stations in a program, on a frequency in accordance with prevailing operations practice, and daily series of "hands-on" inspections performed with appropriate tools and special test equipment. Records of such routine operations and performed regular maintenance shall be kept by CONTRACTOR in the regular course of business and shall be available for inspection by CLIENT upon 3 hours notice to CONTRACTOR.

5. Compliance with SPDES Permit:

The CONTRACTOR will maintain and operate the previously described facilities so that effluent discharged there from meets the weighted monthly SPDES Permit limitations. The CONTRACTOR will not be responsible to meet these effluent values unless, at all times, the plant's influent is free from abnormal or biologically toxic substances which cannot be treated or removed in the Village's Wastewater Treatment Facilities using the existing processes, nor will the CONTRACTOR be responsible to meet these effluent values if discharges into the Village's sewer system violate the Village's Industrial Pretreatment Program, or Ordinance, nor will the CONTRACTOR be responsible to meet these effluent values if the flow, influent BOD, pH, and suspended solids fail to conform with the design loadings.

6. Responsibility for Failure to Meet Regulations:

The CONTRACTOR shall be liable for all fines which may be imposed by a regulatory agency for the CONTRACTOR'S caused violations of current standards established by the regulatory agency within the scope of this contract. The CONTRACTOR reserves the right to contest any such fines in administrative proceedings and/or in court prior to any payment by the CONTRACTOR at its sole cost and expense, provided the CLIENT is not thereby prejudiced in any way. The CONTRACTOR shall not be liable for fines or damages in relation to the collection system and pump stations except for those caused by its negligence and nonfeasance.

7. Process Improvement:

The CONTRACTOR will be responsible for analyzing operational data to determine changes and improvement for more efficient operation. Findings shall be included within monthly reports to be submitted to CLIENT.

8. Onsite Inspections:

The CONTRACTOR shall be onsite for all regulatory agency site inspections as requested by the CLIENT or any state or county inspector. The CONTRACTOR will be responsible for responding

to all regulatory inspection reports and address all deficiencies reported for the water production system.

9. Maintain Facility Cleanliness:

The CONTRACTOR shall conduct its assignments and maintain each work place in clean, sanitary and hygienic conditions after use.

10. Provide Emergency Services:

The CONTRACTOR will provide a twenty-four (24) hour, seven (7) day per week emergency on call service. The distance between the CONTRACTOR and wastewater system shall be such that in the event of an emergency the CONTRACTOR is able to reach the wastewater system within one hour of first notification of emergency. The CONTRACTOR is responsible to provide staffing resources to respond to emergencies, after hours or otherwise, at the facilities it is responsible to maintain and implement the necessary corrective action.

11. Provide Additional Services:

Additional assignments may be carried out under this Agreement with the mutual consent of both parties. The cost of same shall be separately negotiated.

12. Authorization for Corrective Maintenance:

The CONTRACTOR will obtain written authorization for any corrective maintenance from the CLIENT'S designated representative prior to proceeding. The cost of any corrective maintenance will be negotiated in addition to the terms of this Agreement.

13. Record Compilation:

All records compiled, together with the information and material gathered by the CONTRACTOR, in pursuing the objectives of this Agreement, including written reports and all other data in a like manner shall become and remain the property of the CLIENT. Records shall be kept on all operational, maintenance, and administrative matters of all water system activities. Monthly reports to CLIENT will be required in writing, notifying client of all wastewater system activities completed including but not limited to dates times and locations of samples taken, analysis results, regular maintenance completed, other maintenance or repairs performed operational problems, a daily log of activities by all on site employees etc.

14. Assist in Yearly Budget:

The CONTRACTOR shall assist in the preparation and presentation of that portion of the CLIENT'S budget corresponding to the substance of the Agreement at public hearings, Board meetings, etc. that the CLIENT may hold in reference to the facility.

15. Follow all Applicable Laws:

All applicable provisions of the laws of the Federal Government, the State of New York and/or the County of Orange are deemed to be incorporated in and made part of this Agreement.

16. Compliance with State and Federal Labor Laws:

The CONTRACTOR shall comply with all applicable provisions of the United States and New York State Labor Law, the Worker's Compensation Law, State Unemployment Insurance Law, Federal Social Security Law, and any and all rules and regulations pertaining to the operation and maintenance of municipal sewage treatment facilities promulgated by the Department of Labor and/or the Industrial Commissioner of New York and all amendments and additions thereto. This includes but is not limited to compliance with New York State Department of Labor law related to

the payment of Prevailing Wages. For tasks requiring payment of prevailing wage rates the CONTRACTOR must submit to CLIENT certified payroll for the period in which the task is performed.

17. Oversee/Coordinate Any Necessary Contracted Services:

The CONTRACTOR shall exchange information developed during the course of the work with such consultants as the CLIENT may choose to employ as pertinent to the objectives of the Agreement and shall work with the consultants so as to produce a unified recommended approach to the comprehensive wastewater treatment planning objectives of the CLIENT. The CONTRACTOR will be responsible for advising the Village of the need for services, obtaining goods or services in accordance with the CLIENT'S Procurement Policy, and confirming that the services were delivered as ordered.

18. Report Costs and Flow and Level of Treatment Data:

The CONTRACTOR shall submit, if required, to the CLIENT variance reports reflecting variations of costs and flow and level of treatment occurring during each reporting period in the course of implementing this Agreement, together with data pertinent to the program objectives of the CLIENT.

19. Furnish and Staff Wastewater Facilities:

The CONTRACTOR is responsible for providing personnel to carry out daily routine operations and maintenance seven (7) days per week, three hundred sixty-five (365) days per year including but not limited to: fully staffing the water treatment systems, the pump stations and storage tanks. The CONTRACTOR is responsible for fully staffing and providing vehicle(s) for the operation of the facilities cited including routine shift coverage as well as emergency response and alarm response events.

20. Safety

The Contractor must have an organized safety program in full compliance with applicable federal state and local regulations.

21. Employee Changes

Contractor must communicate as soon as possible, and if possible prior to, when an employee is being moved, changed, terminated or replaced for any reason. If the employee is not leaving the company, then the Contractor must provide a reason in advance to why the employee is being moved/transferred or replaced.

22. Financial Stability

The CLIENT has the right at any time to ask for adequate assurances from the CONTRACTOR and CONTRACTOR's failure to provide such assurances shall be deemed a breach and will allow the CLIENT to immediately terminate this agreement.

23. Additional Storage:

Any storage required by the CONTRACTOR that is in addition to storage available in the plants is the responsibility of the CONTRACTOR.

24. Insurance Requirements

A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and N.Y. State Disability insurance.

B. The policy naming the municipality as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "secured" or better insurer, authorized to conduct business in New York State. A New York licensed insurer is preferred. The decision to accept specific insurers lies exclusively with the municipality.
- State that the organization's coverage shall be primary and non-contributory coverage for the municipality, its Board, employees and volunteers.
- The municipality shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using **both** CG 20 33 10 01 and CG 20 37 10 01 **together**. A completed copy of the endorsement must be attached to the certificate of insurance.
- The certificate of insurance must describe the specific services provided by the contractor (e.g., remediation or abatement services) that are covered by the commercial general liability, environmental and the excess policies.
- At the Municipality's request, the contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the contractor will provide a copy of the policy endorsements and forms.

C. The contractor agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.

D. Required Insurance:

No less than the following:

- Commercial General Liability Insurance
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
- Automobile Liability
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- Workers' Compensation, Employers Liability and NYS Disability Insurance
Statutory Workers' Compensation, Employers' Liability Insurance and NYS Disability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
- Environmental Contractors Liability Insurance
With coverage for the services rendered for the municipality, including, but not limited to removal, replacement enclosure, encapsulation and/or disposal of hazardous materials, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$2,000,000 per occurrence/ \$2,000,000, including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. If the contractor is using motor vehicles to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage (ISO endorsement CA 9948 or equivalent) as well as proof of MCS 90.
- Excess Insurance
\$3,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.

E. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and

all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

F. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also the NYSIR, as the municipality's insurer.

Services to Be Furnished By the CLIENT

The following will be the responsibility of the CLIENT and are to be furnished free-of-charge to the CONTRACTOR:

- All work associated with the supply of fresh, clean, potable water daily to the job site.
- Adequate space to carry out routine control tests and observations.
- Light and power to all spaces and equipment.
- Adequate fire protection, security lock-up systems and intruder preventive safeguards.
- Any taxes, fiscal assessments or any form of charges by local, county, state, or federal authorities.
- Manpower and related costs to provide routine and preventive maintenance of the collection system.
- Qualified designated representative to certify and authorize work schedules and requirements, as well as any corrective maintenance required which is not within the scope of this Agreement.
- Prompt action on the CONTRACTOR'S requests for authorizations and approvals so as to permit an orderly and expeditious progress in execution of the work.
- The disposal of waste materials, including sludge, arising from the proper operation of the facility. If the CONTRACTOR is required to remove and dispose of such materials, the cost of doing so shall be borne by the CLIENT in a separate Agreement.
- Provide safe, accessible entry and exit to each work site for the passage of the CONTRACTOR'S personnel and vehicles. This shall include the removal and disposal of snow precipitations and extraneous obstacles or debris, limited to roadways and parking lots.
- The CLIENT has the option to provide additional labor to carry out any maintenance not within the scope of this Agreement.
- The cost of all chemicals and special equipment necessary to maintain compliant operation.

- The CLIENT shall examine all studies, reports, and other documents as may be presented by the CONTRACTOR, obtain advice of an attorney and such other consultants as the CLIENT may deem appropriate for such examination and render in writing decisions pertaining thereto in a reasonable time when so required by the CONTRACTOR.
- The CLIENT shall have the Village Engineer conduct an annual review of the performance of the CONTRACTOR in meeting the duties and obligations of the CONTRACTOR under the terms of this Agreement.
- The CLIENT reserves the right to inspect the premises, review the books and records of the CONTRACTOR regarding the facilities covered by this Agreement at the sole discretion of the CLIENT.

Cost of Services to be Provided by the CONTRACTOR

The cost to the CLIENT for the Operations and Maintenance services as described herein to be provided by the CONTRACTOR is itemized in Schedule A.

The terms of payment for the CONTRACTOR'S services outlined herein shall be thirty-six (36) payments payable each month and commencing at the execution of the Agreement.

The CLIENT shall pay the CONTRACTOR for corrective maintenance services rendered within thirty (30) days of presentation by the CONTRACTOR to the CLIENT of a voucher acceptable to the CLIENT.

Unless otherwise requested in writing, the CLIENT shall mail all payments to the CONTRACTOR at its principle address herein or as hereinafter amended

The above prices are firm except as they may be changed by governmental decrees or requirements tending to affect man-hour rates subsequent to the Operations and Maintenance assignment. In such case, the CONTRACTOR reserves the right for fair settlement with the CLIENT of reimbursement for any increased costs which may result from same.

It is understood between the parties that the prices agreed to herein are based upon existing mandated regulatory standards and that in the event such standards shall be materially increased or require significant additional services, compensation for the same shall be separately negotiated.

If the CLIENT observes or otherwise becomes aware of any fault or defect in the services of the contractor or nonconformance with the substance and intent of this Agreement, the CLIENT shall give prompt written notice thereof to the CONTRACTOR. CONTRACTOR agrees to respond to CLIENT within 48 hours of receipt of any such notice. Such response shall include findings of the CONTRACTOR inspection of the noticed issue, a plan and time frame to bring the non-conforming issue into compliance and an estimate of the costs of such plan.

EITHER PARTY, HERETO, upon evidence of negligent acts, substantial misfeasance or nonfeasance in the performance of the Agreement within the limitations of the existing facility, the injured party may serve a Notice of Grievance to the other party requesting satisfactions thereof

within fifteen (15) working days of the notification date. Failing which, the aggrieved party may invoke termination of this Agreement by serving written Notice of Cancellation by registered mail through the United States Postal Service.

The fee for this contract is \$_____ per month.

The term of this Agreement will be thirty-six (36) months, unless sooner terminated as set forth herein.

The fees under this Agreement will be adjusted annually on June 1, in accordance with the Consumer Price Index for the Northeast Region, for the previous twelve (12) month period.

PRINTED NAME: _____
POSITION: _____
SIGNATURE: _____
DATE: _____

VILLAGE OF WARWICK

PRINTED NAME: Michael Newhard
POSITION: Mayor
SIGNATURE: _____
DATE: _____

SAMPLE COPY ONLY-not to be executed

SCHEDULE A

The Contractor Shall Provide the Following Basic Services as Described Herein:

Wastewater System Contracted Services

I. TYPE OF PROJECT

TYPE A: Complete operation of the Sewage Treatment Plant by Contract;

II. DESCRIPTION OF WORK TO BE PERFORMED IN TYPE A

To operate the Wastewater Treatment Plant on River Street, a Class 3 Plant, which is permitted to treat one million gallons per day (1 MGD), and the Village's seven (7) Pump Stations.

- To maintain the treatment plant and equipment in top working order;
- To maintain the pump stations in top working order;
- To maintain the buildings and grounds at each area above in a clean, safe manner;
- To perform routine lawn maintenance with lawn mower and trimmer provided by the CLIENT;
- To perform routine winter maintenance including snow removal with equipment provided by the CLIENT;
- To maintain twenty-four (24) hour service to the CLIENT for the above areas;
- To perform daily laboratory control testing and analyses to satisfy the regulatory requirements for this plant;
- To collect and transport samples to a New York State approved laboratory as required by the SPDES Permit;
- To provide visual observations of the pump station wet wells daily and appropriately log wet well levels and time of day;
- To perform routine maintenance duties and develop and provide preventive maintenance programs for all equipment;
- To repair all equipment to insure the proper running of this plant and pump station;
- To complete and submit to the CLIENT all reports required by the NYSDEC in a timely manner;
- To complete and submit any report required by the CLIENT;
- To attend any meeting with the CLIENT, NYSDEC, EPA or any other regulatory unit that the CLIENT feels necessary;
- To provide, oversee and/or coordinate any contracted services that are needed at the Sewage Treatment Plant or Pump Stations;
- To insure that all safety procedures are followed by plant personnel and visitors to the plant;
- To assist the CLIENT in preparing the yearly budget for the plant and pump station;
- To maintain the proper insurance coverage at all times as per the Village requirements; and,
- To furnish and staff this plant at all times during the term of the contract to meet the efficiency standards and plant standards of the Village of Warwick and the NYSDEC.