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## Memo

**To:** Selectboard

**From:** Rocky Martin *Rocky Martin*  
Buildings and Facilities Director

**Date:** August 20, 2014

**RE:** Interim Water Services Agreement with SOS

**CC:** Trevor Lashua, Renae Marshall

Attached is a proposal from Mark Simon of Simon Operation Services (SOS) to essentially take care of the water system on an interim basis until we get back to full staffing. It would cover all daily testing, sampling, basic maintenance of chemical pumps and solutions, all State reporting requirements and responding to emergency conditions. Cost for this is \$1200 per week plus emergency call back costs. Work will be done on a month to month basis, hard to say right now how long this will go on for it could be 2 months it could be 6 or more months. SOS currently has a qualified operator that could start this within a week.

This will not solve all of our short term staffing needs but will provide a huge help for a short term basis.

Recommendation and suggested motion:

Authorize Hinesburg Selectboard Chair to sign the "Proposal for Interim Professional Services " with Simon Operation Services with work under this agreement to start as soon as possible.

# PROPOSAL FOR INTERIM PROFESSIONAL SERVICES

This is an AGREEMENT between the Town of Hinesburg Water System, WSID # 5070, (OWNER) and Simon Operation Services, Inc., Waterbury, VT (SOS). The effective date of this AGREEMENT is \_\_\_\_\_.

The OWNER wishes SOS to provide part-time professional water treatment services for the facility that is described below and in consideration of these services, for payments to be made by the OWNER to SOS, the OWNER and SOS do hereby agree as follows:

In performing the services outlined under this AGREEMENT, SOS accepts a relationship of trust with the OWNER and shall perform such services in a competent manner consistent with SOS's proffered status as an experienced and qualified professional organization upon whose expertise the OWNER may and shall rely. Based upon the information provided by the OWNER and the current operating permit requirements SOS offers this proposal.

## **SECTION I SCOPE OF SERVICES**

### **TASK 1. CERTIFIED WATER OPERATOR**

SOS will provide the OWNER with a part-time (approximately 2 hours a day) Vermont grade III certification or higher. This operator will meet the requirements set forth in the water quality guidelines. A back-up operator will be trained to respond to emergencies in the event the primary operator is unavailable.

### **TASK 2. SAMPLING AND LABORATORY**

SOS shall provide the OWNER the service of sampling the test parameters required by the State and EPA. Sampling techniques and preservation shall conform with Standard Methods recommendations. SOS shall make recommendations to the OWNER in the selection of the laboratory chosen for each test parameter.

### **TASK 3. ROUTINE DAILY WORK**

SOS shall perform the daily routine tasks at the well house and booster pump stations and Town Hall for chlorine and fluoride daily check. These tasks shall consist of monitoring and recording the daily water production, chemical usage, system pressure, hourly pump run times and daily chemical concentration values to be reported on the monthly water report. Maintain the chemical solution tank levels for both the chlorine and fluoride in the pump house.

### **TASK 4. CHAIN OF CUSTODY**

SOS shall provide the laboratory with a document containing necessary information pertaining to the individual samples taken. Information shall include: site identification, date and time taken, sampler's name, preservation method, transportation mode and date and time received at the laboratory. This paper work shall be filed at the pump house in a designated file folder.

#### **TASK 5. REPORTING**

SOS shall report the test results to the Water Supply Division on behalf of the OWNER and provide copies to the OWNER, upon request, of the test results for their records. Monthly water reports shall be prepared by SOS for the OWNER to sign and submit to the state.

#### **TASK 6. FACILITY IMPROVEMENTS**

SOS shall make recommendations to the OWNER on improvements that could refine the facility's operation. Prior authorization by a designated OWNER representative will be needed before SOS undertakes any additional work. SOS shall assist the OWNER in obtaining information needed to make decisions pertaining to any facility improvement. Improvements to the facility are considered outside the scope of services and an additional service fee shall be paid to SOS for any improvements made by SOS.

#### **SECTION II COMPENSATION**

A daily fee for the routine services shall be \$150 Monday – Friday. For Saturday, Sunday and Holidays the daily fee shall be \$225. The charges made by SOS under this Section and the payment of said charges by the OWNER shall constitute full compensation for all expenses incurred by SOS in connection with the services rendered, including FICA, income taxes, State and Federal unemployment costs, employee benefits, insurances, mileages, office expenses, and the general cost of doing business.

#### **SECTION III TIME AND METHOD OF PAYMENT**

SOS shall provide a monthly invoice, with payment due before the end of each month. Each invoice shall be for the work performed the previous month. The OWNER shall promptly review and make payment to SOS within thirty days of the date of the invoice. If the OWNER does not remit payment within the aforementioned time, the amount due shall include a charge of 1 1/2% per month, computed from the thirtieth day.

#### **SECTION IV PERIOD OF SERVICE**

SOS shall begin work under this AGREEMENT beginning \_\_\_\_\_. This AGREEMENT shall remain in effect on a month to month basis.

#### **SECTION V ADDITIONAL WORK / EMERGENCY CALL BACK**

If, during the term of this AGREEMENT, the scope or character of the work is changed substantially, or if the period of service is increased substantially due to circumstances beyond the control of SOS, and if such changes thereby increase the work to be performed by SOS, an additional fee shall be paid to SOS. The additional work shall be compensated at the rate of \$75 an hour during normal working hours (8a.m. to 4 p.m.) Monday – Friday. Purchases made by SOS for the OWNER shall bear a 15 percent handling charge. A separate invoice will be issued at the beginning of the following month after the additional work occurred detailing the additional work provided. SOS shall be on call 24 hours a day, though a multi-personnel pager system, to respond to any water emergency. All callbacks shall be billed at a minimum of two hours or the actual time which ever is greater.

**SECTION VI OWNER'S RESPONSIBILITY**

- A. The OWNER shall obtain all necessary local, State and Federal permits and approvals for operating the facility.
- B. The OWNER shall be responsible for all costs necessary to properly operate and maintain the water system.
- C. The OWNER shall be responsible for all laboratory costs.

**SECTION VII INSURANCE**

SOS shall provide comprehensive general liability insurance to cover bodily injury or property damages resulting from negligent performance of the services included in this Agreement as well as providing a document outlining the Workers Compensation coverage.

**SECTION VIII TERMINATION**

Either party may terminate this AGREEMENT, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this AGREEMENT through no fault of the terminating party. However, no such termination may be effected unless the other party is given 30 days' notice.

Upon such termination, the OWNER shall pay SOS for all work-completed prior to the effective date of the termination.

Upon payment by the OWNER as provided above, SOS shall turn over to the OWNER all completed work in whatever form it exists and said work shall then become the property of the OWNER.

OWNER:

\_\_\_\_\_

SOS:

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