



PROPOSAL No. 289 A

FOR

**Southern Lehigh School District
Water & Wastewater Treatment Facility**

Prepared

February 15, 2013

637 Jeffers Circle, Exton, PA 19341 Phone -610-594-0101 Fax-610-269-3544



Todd D. Bergey
Director of Support Services
5775 Main Street
Center Valley, PA 18034

RE: Lower Milford Elementary School Water & Wastewater Treatment Facility
Base Operations Agreement

Dear Mr. Bergey:

Cawley Environmental Services, Inc. ("CES") is pleased to submit this proposal to you ("The Client") for operations and maintenance services of your facility ("Facility") located at Lower Milford Elementary School, 7350 Elementary Road, Coppersburg, PA 18036.

The scope of our proposed agreement will provide for contractor operations (defined below) two (2) days per week coverage, which will include up to one and one half (1.5) hours per visit under normal operating conditions for the duration of this sixteen (16) months contract. Once we agree to the terms and conditions set forth in this proposal, by signing on the lines below, this document will form the Base Operations Agreement between us. From time to time, we may do additional work together, using the procedure detailed below.

Contractor Operations under this Base Operations Agreement will include the following:

1. An operator will be provided, licensed in compliance with the Pennsylvania Department of Environmental Protection, who will maintain the Facility within design parameters. The licenses of two (2) operators will be placed by the contractor in the Facility throughout the term of this agreement.
2. As required: Perform minor maintenance work such as lubricating motors and mechanical equipment, changing oil, adjusting pump packings and belts, and routine maintenance of equipment.
3. As required: Order and maintain inventories of necessary chemicals, spare parts, and supplies.
4. On a per-visit basis: Perform on-site tests required to monitor the performance of the Facility, including flow measurements, pH, chlorine residual, and dissolved oxygen tests.
5. On a monthly basis: Collect and analyze samples as required by your permit.
6. On a monthly basis: Prepare and submit a Discharge Monitoring Report as required by the Pennsylvania Department of Environmental Protection.
7. On a monthly basis: Prepare and submit an operations report to you, the client.
8. Perform Plant housekeeping to maintain the Facility in a clean, orderly condition. This does not include snow removal, grass cutting, painting, general ground maintenance or building repairs

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Client agrees that contractor is not responsible for conditions in and around the Facility existing prior to the date of this Agreement. Client agrees that it is responsible for performing, or causing to be performed, all warranty and other work necessary to keep the facility and related system in good working order, except for that work which CES hereby agrees to perform.

Subject to the terms of this Agreement, CES agrees to provide the foregoing services for the set monthly fee of eight hundred seventy five (\$875.00) dollars. Client agrees that it shall be responsible for payment to vendors and suppliers inventories, spare parts and supplies described in paragraph 3 above.

Notwithstanding the foregoing, CES reserves the right to increase the monthly fee if any portion of work is increased or modified by a change in the law or policy of the Pennsylvania Department of Environmental Protection or the United States Environmental Protection Agency or any other government unit with jurisdiction over the facility.

This Agreement shall be in effect for a period of sixteen (16) months, and is renewable there after for subsequent one (1) year terms by signature of a renewal agreement by both Client and CES. Following the first anniversary of this agreement, Cawley Environmental Services, Inc. reserves the right to increase either the monthly rate or the schedule of hourly rates or both. CES shall provide written notice of any such increases to the client forty-five (45) days in advance of a renewal date. This Agreement may be terminated by either party at the end of the then current term by providing thirty (30) days written notice.

However, in the event of emergency situation such as equipment failure, electrical outage, storm damage or process upset, CES will provide qualified personnel for as long as it is necessary to bring the Facility back to normal operating condition. Time expended at the Facility in performing such emergency work, over and above the maximum hours outlined above, will be charged at time and one half of the hourly rate for the personnel/equipment involved then in effect by CES. CES maintains a 24-hour per day phone line to minimize response time should emergencies develop.

Additional services requested by the Client and agreed to be performed by CES (other than emergency situations, addressed immediately above) shall be performed on the basis of current hourly rates plus expenses. A copy of the "Schedule of Charges" for different types of personnel at Cawley Environmental Services, Inc. is enclosed. Expenses include, but are not limited to those pumps, motors, parts, fittings, electrical and plumbing supplies, and lab costs required by Contractor to complete such work. All such additional work will be formalized by a written amendment to this Base Operations Agreement and become a part of it. In the event that outside contractors are required to complete such work, their services will be the subject of separate written agreements or independent contracts between Client and such service provider.

Client and CES agree that, should a breach of any of the provisions of this agreement occur, the non-breaching party shall give the breaching party thirty (30) days written notice of the alleged breach, commencing with the receipt of said notice, to correct alleged breach. Should the alleged breach not be cured within such thirty (30) day period, the non-breaching party may elect to give written notice that at the end of an additional thirty (30) day period the agreement shall be terminated. Disputes arising under this Agreement, other than for payment of unpaid amounts for services rendered shall be resolved by arbitration under the commercial rules of the American Arbitration Association.

In the event that either party to this agreement is unable to perform its obligations under this Agreement by reasons of a breakdown of transportation, explosion, fire, flood, war, riot, civil disorder, vandalism, sabotage, labor dispute, Act of God or any other cause beyond their control, such party shall not be liable to the other for such failure to perform. In addition, Client agrees that CES shall not be held liable by Client for any process upset which results from (i) storm water inflow or infiltration and/or (ii) improper or excessive use of the Facility and related systems by Client, whether or not Client has knowledge of such occurrences

Other conditions of the proposal are attached and these "Terms and Conditions" are hereby made a part of this proposal. Additional work may be authorized only by written amendment between CES and Client.

It is understood that this proposal is valid for sixty (60) days and if it is not accepted, as evidenced by Client's signature below, within such period, Cawley Environmental Services, Inc. reserves the right to review this proposal to allow for changing costs as well as to adjust starting and completion dates to conform to workload and to submit a revised proposal to Client reflecting such terms.

We appreciate the opportunity you have given Cawley Environmental Services, Inc. to submit this proposal. Should you have any questions or need additional information before making your decision, please do not hesitate to contact me.

Once signed as provided below, this Agreement shall constitute the entire understanding between the parties and may only be amended or terminated by a written document duly signed by both CES and Client.

Very truly yours,



:

By: STEVEN CAWLEY, PRESIDENT

Accepted and agreed to, intending to be legally bound hereby, the following by their duly authorized officers or representatives, have agreed to make this Proposal the Contract and the Agreement between them.

CLIENT:

Date: _____
_____ (Title)

CES: Cawley Environmental Services

Date: _____
_____ PRESIDENT



TERMS AND CONDITIONS

Invoices will be submitted on a monthly basis. **TERMS:** Daily rates for all contractor personnel are portal to portal. Invoices due upon receipt and will be paid in full with forty-five (45)^{TB} days of presentation. All invoices outstanding over forty-five (45)^{TB} days will be subject to a service charge of 1.5% per month of the amount due. This represents an annual charge of 18%. In the event that any amount remains unpaid, Client also agrees to reimburse CES for all reasonable expenses actually incurred in collecting such amounts.

Cawley Environmental Services, Inc. will maintain insurance coverage for its operations in full force and effect in not less than the following amounts, and upon written request of the Client, will provide a certificate of insurance confirming its placement of the same:

1.	Workman's Compensation:	Statutory
2.	Professional Liability (Pollution)	\$ 1,000,000.00
3.	General Liability:	
	General Aggregate	\$ 2,000,000.00
	Products - Complete Operations Aggregate	\$ 2,000,000.00
	Personal and Advertising Injury	\$ 1,000,000.00
	Each Occurrence	\$ 1,000,000.00
4.	Automobile Liability: Combined Single Limit	\$ 1,000,000.00

In the event that the Client requires insurance(s) in addition to CES's regular coverage, to protect or indemnify the Client, for specific property or operation, or for any other type of property or casualty, or for the benefit of persons or entities other than the Client, such additional insurance (s) shall be paid by the Client, in addition to the project costs.

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SCHEDULE OF HOURLY CHARGES

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
ENGINEERING CONSULTANT	\$ 105
PROJECT MANAGER	\$ 75
CERTIFIED OPERATOR	\$ 50
OPERATORS ASSISTANT	\$ 35
OFFICE/ADMINISTRATIVE	\$ 25

Effective date of rates: June 2012

NOTE: In the event of an emergency situation such as equipment failure, electrical outage, storm damage or process upset, CES will provide qualified personnel for as long as is necessary to bring the Facility back into normal operating condition. Time expended at the Facility in performing such emergency work, over and above the maximum hours outlined above, will be charged at time and one half of the hourly rates for the personnel involved then in effect for the CES.

Cawley Environmental Services, Inc. shall at all times during the term of this agreement furnish competent and qualified personnel to perform the services required. Cawley Environmental shall comply with all applicable regulations of governmental agencies having jurisdiction over the maintenance and operations of the Facility.

Accepted and agreed to, intending to be legally bound hereby, the following by their duly authorized officers or representatives, have agreed to make this Proposal the Contract and Agreement between them.

Date: _____ **CLIENT:** _____
(Title)

Date: _____ **CES:** CAWLEY ENVIRONMENTAL SERVICES, INC.

PRESIDENT