



CONTRACT FOR SERVICES  
SYSTEM OPERATOR  
TOWN OF BRISTOL WATER & WASTEWATER SYSTEMS

THIS AGREEMENT (hereinafter the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "effective date") by and between the Town of Bristol, a duly constituted Vermont Municipality (hereinafter "Town"), and VTUMS Vermont Utility Management Services, LLC (hereinafter "Contractor").

Contractor desires to perform responsibility and obligations for the provision of services as hereinafter described on the terms and conditions set forth herein.

The Town desires to contract for such services hereinafter described on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Town and Contractor agree as follows:

SCOPE OF SERVICES – STANDARD SERVICES

Contractor will provide the following standard services in connection with operation and maintenance of the Town’s water and wastewater systems with an average weekly coverage of 25 hours on an annual fixed fee basis, payable on a monthly basis.

- A. Part time certified water and wastewater system operator and certified back-up operator who are qualified to perform all technical, laboratory and management duties to satisfy regulatory requirements and to provide O&M services in a responsible and professional manner in accordance with all regulatory requirements, including but not limited to WSR Chapters 12.2.2 through 12.3, and Environmental Protection Rule, Chapter 4.
- B. A certified operator shall be on call 24/7 and have pager system or on-call number for water and wastewater residents, Police, Fire, emergency services dispatching and all Town of Bristol employees.
- C. Ensure regulatory compliance, including but not limited to preparation and submission of all required documents, water quality information, water quality sampling and test reports to the State of Vermont Drinking Water and Groundwater Protection Division for both systems.
- D. Provide annual Consumer Confidence Report to the Town in advance of the Due date. The Town of Bristol shall copy and mail reports as outlined by State regulations.



- E. Provide operation and maintenance services to water and wastewater systems as required to operate the systems in compliance with all legal and regulatory requirements based on the design capabilities of the equipment and processes. The Town will provide O&M manual to contractor.
- F. Perform scheduled operation and maintenance checks of the systems, system equipment and infrastructure.
- G. Manage the provisions for all utilities and consumables such as chemicals, power, supplies, etc. required for the normal operation and maintenance of the systems. The cost of these items shall be billed to and paid directly by the Town of Bristol. The Contractor shall be provided with the budgets prepared and administered by the Town Administrator and Water and Sewer Commissioners. The Contractor shall abide by the Town of Bristol's purchasing policy and discuss purchases in advance with the Town Administrator.
- H. Maintain an inventory of spare parts, materials and chemicals on site to perform routine and normal repairs and maintenance. Material costs are paid directly by the Town.
- I. Schedule and perform hydrant/water main flushing and valve exercising as part of the O&M services. This includes maintaining all hydrants in working order and having snow cleared from hydrants, providing access to fire protection for residents.
- J. Reading of approximately 634 water meters on a quarterly basis and 35 sewer meters on a monthly basis, using the Town provided Sensus hand held reading equipment and providing that data to the Town Treasurer. Readings completed within 2-weeks of each quarterly reading cycle. Billing and collections will be performed by the Town. The Contractor will work directly with the Town Treasurer to schedule the quarterly reads and perform any necessary off-schedule readings or shut offs. The Town Treasurer/Clerk will provide wastewater readings directly to ANR.
- K. Provide detailed written monthly reports for Commissioners and Town Administrator, detailing daily operations and maintenance activities; both preventative and corrective. This report shall also include a copy of the Water Supply Division's monthly report.
- L. Coordination of State operating permit renewals and inspections of both Water and Wastewater system (with the Town's Engineer).
- M. Perform periodic storage tank/reservoir inspections as required by State and Federal regulations for the water system.
- N. Attend two (2) Commissioners meetings per year (as requested by the client) and meet at least monthly with the Town Administrator.



- O. Respond to and assist with repair and installation of water mains, water lines and line locating as necessary for the water system. Inspect new water or wastewater connections for compliance with existing Town and regulatory standards as outlined in the ordinances.
- P. Operator shall have ongoing training to be continually informed about current best practices. This shall include confined space training and knowledge of Manual Uniform Traffic Control Devices (MUTCD) standards.

The Town may, from time to time, request changes in the scope of services of Contractor to be performed hereunder. Any changes, including an increase or decrease in the amount of VTUMS's compensation, shall be mutually agreed upon by and between the Town and Contractor and shall be incorporated into this AGREEMENT by written amendments signed by both parties.

#### ADDITIONAL SERVICES

The following additional services are not included in this AGREEMENT, but they may be performed at the request of the Town upon issuance of an Amendment to this AGREEMENT:

- A. Emergency response and repairs to protect employees, equipment and infrastructure. Emergency response to include site visit, assessment and reporting of the cause of the problem and solution/correction of the problem if feasible and coordination and oversight of emergency contract work outside of normal business hours (Monday through Friday, 7 am to 5 pm. If repair/correction requires excavation, the Contractor's first call shall be to the Road Foreman or his/her designee to see if they can do the work. Emergency responses shall be communicated to the Town Administrator in a timely manner. The Contractor/Operator shall respond to emergencies in a timely manner, consistent with the severity of the emergency. Contractor's minimum callout time for emergency response is (2) two hours. Mileage will not be charged for responding to emergencies.
- B. If the list of local excavation companies provided to Contractor by Town, is exhausted, Contractor can provide excavation services (when our equipment is available) to get the work done quickly and return the system to full functionality (with permission from the Town). We have provided pricing for this unique service under Rate Schedule – Maintenance and Repair Services.
- C. Work with the Commissioners and Town Administrator to identify major repairs and capital expenditures that will be necessary at the facilities to either restore, maintain, replace or upgrade the facilities or equipment for efficiency, safety, function, and/or compliance with current and anticipated regulatory requirements.
- D. Work with the selected consultant to review and update the Water Source Protection plan as needed.



- E. In the event that a large snowstorm results in many feet of snow packed on the hydrants, Contractor can bring in their skid steer and charge the discounted hourly rate listed under Maintenance and Repair Services for use of the skid steer, after discussion with and permission from Road Foreman or his/her designee.
- F. Other issues that are not outlined in the O&M Manuals and not included in the Scope of Standard Services, as requested by the Town.

**BASIS OF COMPENSATION**

For services as defined above, the CLIENT agrees to compensate the VTUMS as follows:

**LUMP SUM FEE - STANDARD SERVICES**

VTUMS will provide the standard services based on an average of 25 hours per week at an annual fee of \$81,762 for a 36-month period starting 7/1/22 through 6/30/25 to be billed monthly in equal installments of \$6,813.50 on the first of each month for the current month. This agreement shall automatically renew for an additional 3-Year period at an increase of 2.5% per year on the annual Lump Sum Fee for Standard Services and an increase of 1.5% per year on the Rate Schedule Services if no re-negotiation is agreed upon prior to 7/1/2025.

**RATE SCHEDULE - ADDITIONAL SERVICES**

Additional services requested and approved by the Town and outside of the scope of standard services will be provided at the following rates and added to the regular monthly billing.

Description	Unit Price	Unit
Additional Services Hourly Rate (Nights/Weekends)	\$75.00	Per Hour
Additional Services Hourly Rate for Overtime	\$85.00	Per Hour

**RATE SCHEDULE - MAINTENANCE & REPAIR SERVICES**

Additional services falling under the maintenance and repair services rate schedule provided below requested and approved by the Town and outside of the scope of standard services will be provided at the following rates and added to the regular monthly billing.

Services Billed Hourly	Regular Unit Price	Client Discount Unit Price	Unit
Vactoring (Vactor B10-2105 Series) (price includes operator)	\$275.00	\$250.00	Per Hour



Services Billed Hourly	Regular Unit Price	Client Discount Unit Price	Unit
Excavating 12,000 lb Machine (price includes operator)	\$150.00	\$135.00	Per Hour
Excavating 10,000 lb Machine (price includes operator)	\$110.00	\$95.00	Per Hour
Hot Jet USA Jetter & Pressure Washer (price includes operator)	\$175.00	\$160.00	Per Hour
Skid Steer (price includes operator)	\$110.00	\$95.00	Per Hour
1-Ton Truck (price includes operator)	\$90.00	\$80.00	Per Hour
Tandem Truck (price includes operator)	\$110.00	\$95.00	Per Hour
Labor Services (Billed Hourly)	\$85.00	\$75.00	Per Hour

TERMS AND CONDITIONS:

Refer to Attachment No. 1 for the terms and conditions that govern this AGREEMENT.

ACCEPTANCE

If this LETTER OF AGREEMENT is not executed by the date on Page 1, it may be subject to re-negotiation.

If this LETTER OF AGREEMENT is acceptable, a duly authorized agent should sign both copies and return one (1) executed copy to our office, to confirm that it is to become our AGREEMENT. We are pleased to have the opportunity to be of service.

Respectfully,

VTUMS

Jill M. Marsano  
President



ACKNOWLEDGMENT

CLIENT hereby acknowledges this to be a binding LETTER OF AGREEMENT and agrees to the conditions as stated. VTUMS is hereby directed to proceed with the scope of services.

CLIENT warrants that the signature below is that of its duly authorized agent who possesses the full legal authority to execute this LETTER OF AGREEMENT on behalf of CLIENT.

CLIENT acknowledges that this LETTER OF AGREEMENT is comprised of, and incorporates by reference, Attachment No. 1.

Town of Bristol

\_\_\_\_\_  
Duly Authorized Agent

\_\_\_\_\_  
Date of Execution

Executed in Duplicate  
Project #1601



**ATTACHMENT NO. 1**  
**TERMS & CONDITIONS**  
CONTRACT FOR SERVICES  
SYSTEM OPERATOR  
TOWN OF BRISTOL WATER & WASTEWATER SYSTEMS  
VTUMS Contract #1601

**Performance of Services**

CONTRACTOR agrees to perform the services set forth in the "Scope of Work" subject to any unexpected contingency (as provided for herein). The Services shall not be changed without the written AGREEMENT of both the CONTRACTOR and the TOWN, except for changes to the Services as may be permitted, authorized, or contemplated by the AGREEMENT.

**Termination, Suspension, or Abandonment**

This AGREEMENT may be terminated by either party upon not less than ninety (90) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

CONTRACTOR shall be compensated in full for services performed and expenses incurred prior to the date of termination, suspension, or abandonment.

**Ownership of Tools & Equipment Purchased by CONTRACTOR**

Tools and equipment purchased by the CONTRACTOR to perform these services shall remain the property of the CONTRACTOR.

**Billing and Payment**

The TOWN shall pay the CONTRACTOR for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by the CONTRACTOR to the TOWN on a monthly billing period basis. Payment of all interim and final invoices is due from the TOWN within twenty (20) calendar days of the billing period or twenty (20) calendar days of delivery of the invoice, whichever is later. Said payment shall be due from the TOWN and shall not be conditioned upon any obligation owed by a third party to the TOWN. TOWN recognizes that payment is a material part of the consideration of this AGREEMENT.

If the TOWN objects in good faith to all or any part of the charges contained in an invoice, the TOWN shall so notify CONTRACTOR in writing within ten (10) working days of receipt of the invoice. The TOWN shall identify the cause of the disagreement, state that the dispute is in good faith, and pay when due that portion of the invoice which is not in dispute. The TOWN reserves the right to speak with CONTRACTOR about corrections as and if they arise.

The TOWN shall pay an additional charge of one percent (1.0%) or the maximum percentage allowed by law, whichever is lower, of the invoiced amount per month for any payment received by the CONTRACTOR more than twenty (20) calendar days from the invoice date or twenty (20) calendar days from delivery of the invoice, whichever is later, except any portion of the invoice amount which is in dispute and resolved in favor of the TOWN. All payments received thereafter from the TOWN shall first be applied to any accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set offs by the TOWN.



Application of the percentage rate indicated above as a consequence of the TOWN's late payments does not constitute any willingness on the CONTRACTOR's part to finance the TOWN's operation, and no such willingness should be inferred. If the TOWN fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, the CONTRACTOR may at any time, without waiving any other claim against the TOWN and without thereby incurring any liability to the TOWN, suspend or terminate this AGREEMENT (as provided for herein). In no event shall the CONTRACTOR be responsible for any liability or damage incurred by TOWN relating to the CONTRACTOR's suspension or termination of this AGREEMENT pursuant to this Section.

#### **Sales Tax**

The fee for this service does not include state or local sales tax. If any public authority levies a sales tax on any of the services to be provided by the CONTRACTOR, the TOWN hereby agrees to pay all such sales taxes (at cost) invoiced to the TOWN by the CONTRACTOR within thirty (30) days of the date of the CONTRACTOR's invoice. The TOWN will provide CONTRACTOR with a tax exempt certificate for use with TOWN vendors.

#### **Legal Fees**

In the event that TOWN or CONTRACTOR fails to fulfill THEIR obligations hereunder, the prevailing party will be entitled to costs, including reasonable attorney fees

#### **Unexpected Contingencies**

(a) If the CONTRACTOR or TOWN is unable to commence the Services within the time period set forth in the AGREEMENT (or, if no time period is set forth in the AGREEMENT, then within sixty (60) days from the date of the AGREEMENT) because of any Unexpected Contingency (as defined in subsection (b) below), then CONTRACTOR or TOWN shall have the right, at its option, either to terminate its obligations under the AGREEMENT or to renegotiate the terms and conditions set forth in the AGREEMENT. Further, if the CONTRACTOR's or TOWN's performance of any covenant, AGREEMENT, condition, or term of this AGREEMENT is prevented, delayed, made impossible, or otherwise interfered with by any Unexpected Contingency, then the CONTRACTOR's or TOWN's performance thereof shall be suspended during the continuance of such event and for a reasonable time thereafter, notwithstanding any provisions of this AGREEMENT to the contrary.

(b) For purposes of this AGREEMENT, an "Unexpected Contingency" shall mean:

- strikes, lockouts, labor disputes, riots, unavoidable accidents, acts of God or of the public enemy, or unavailability or delay of transportation;
- any lawful order issued by the United States government or any other federal, state or local governmental authority.

#### **Binding Effect**

This AGREEMENT shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, and assigns; provided, that neither of the parties hereto shall be entitled to assign any of said party's rights under this AGREEMENT without prior written consent of the other party hereto.

#### **Cooperation**

The TOWN agrees to cooperate fully with the CONTRACTOR and its agents, representatives, and employees in the performance of the Services and to take any and all such actions as may reasonably be requested by the CONTRACTOR in connection therewith.

#### **Hazardous Materials Risk**

The CONTRACTOR is responsible for compliance with any State and Federal regulations regarding hazardous materials.





### **Indemnification**

To the fullest extent of the law, the TOWN and CONTRACTOR agrees to indemnify, hold harmless, and defend the OTHER PARTY to this contract (Town or Contractor), its officers, directors, agents, and employees ("Indemnified Parties") from and against any and all liabilities, claims, damages, penalties, fines, forfeitures, suits, and the costs incident thereto (including without limitation costs of defense, settlement, and attorney's fees) which any of the Indemnified Parties may hereafter incur, become responsible for, or pay out as a result of (a) death or bodily or personal injury to any person or destruction or damage to any property (including loss of use), (b) contamination of, or adverse effects on the environment, (c) any actual or alleged violation of any law, statute, ordinance, rule, regulation or order, or (d) any breach of any term or provision of this AGREEMENT or the AGREEMENT caused by or resulting in any way from the TOWN or CONTRACTOR, or its officer's, director's, agent's or subcontractor's employee's, negligent or willful acts or omissions in the performance of work or by the breach by Town or CONTRACTOR or any of its officers, directors, agents, or employees of any term or provision set forth in this AGREEMENT.

### **Servability**

If any term, condition, or provision of this AGREEMENT or the application thereof to any person or circumstance shall to any extend, be held invalid or unenforceable, then the remainder of this AGREEMENT or the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be valid and enforced to the fullest extent permitted by law.

### **Entire Agreement**

This AGREEMENT sets forth the entire AGREEMENT of the CONTRACTOR and the TOWN with respect to the subject matter hereof. The CONTRACTOR and the TOWN expressly represent to and agree with each other that there are no oral or written representations, warranties, covenants, promises, AGREEMENT's, conditions, or understandings between them other than as set forth in this AGREEMENT.

### **Conflicting Provisions**

In the event of any conflict between any of the terms, conditions, or provisions of this AGREEMENT and any of the terms, conditions, or provisions of the Proposal (also known as the Contract for Services), the terms, conditions, and provisions of this AGREEMENT shall control unless otherwise specifically set forth in this AGREEMENT.

### **Modification**

This AGREEMENT shall not be modified or amended except in writing signed by both the CONTRACTOR and the TOWN.

### **Governing Law**

This AGREEMENT and any and all issues arising hereunder or relating hereto shall be governed and construed according to the laws of the State of Vermont without reference to principles of conflicts of laws. In the event of any amendment or repeal of the governing law that alters the fundamental purpose and intent of this AGREEMENT, the parties shall work in good faith to address any equitable issues that arise and maintain the central purpose of the AGREEMENT. In the event that one or more components of this AGREEMENT is deemed by a court of competent jurisdiction to be unenforceable, then it is the intention of both parties that such component be stricken, and the rest and remainder of the AGREEMENT be enforced in accordance with the plain meaning of the language of the AGREEMENT as if the stricken component had not even been a part hereof.



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### **Asbestos/Mold**

Nothing in this AGREEMENT shall impose liability on the CONTRACTOR for claims, lawsuits, expenses or damages arising from or in any manner related to the identification or disposal of asbestos/mold hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.

### **Independent Contractor Status**

The CONTRACTOR shall be an independent Contractor in its performance of the AGREEMENT. The AGREEMENT does not create any agency, employer/employee, partnership, joint venture or other joint relationship between the Parties hereto.

### **Confidentiality**

The CONTRACTOR employees and affiliates of the CONTRACTOR and Subcontractors shall not, either during the term of the AGREEMENT or after the expiration of the AGREEMENT, disclose any proprietary or confidential information relating to the Services, the AGREEMENT or the TOWN's business or operations without the prior written consent of the TOWN. The determination of whether information is proprietary or confidential shall be in the sole discretion of the Town of Bristol.

### **Settlement of Disputes – Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this AGREEMENT or the interpretation thereof.

### **Insurance**

The Contractor shall provide proof of insurance and copy of endorsements with the Town of Bristol listed as an "additional insured". Insurance certificate shall be issued by the authorized agent directly to the Town of Bristol upon awarding of contract. Minimum coverage shall be:

- ~ Worker's compensation coverage per statutory limits.
- ~ Commercial General liability:
  - Personal injury \$1,000,000 each occurrence; \$2,000,000 aggregate
  - Property damage \$1,000,000 each occurrence; \$2,000,000 aggregate
- ~ Comprehensive auto liability:
  - Bodily injury and/or property damage \$1,000,000 combined single limit
- ~ Umbrella policy \$1,000,000 each occurrence; \$1,000,000 aggregate
- ~ Waiver of Subrogation to be included in insurance policies.
- ~ If the Contractor's insurance is cancelled for any reason, the Town of Bristol must be given 30 to 45

days' notice.

The contractor must carry the above listed insurance and amounts for the full term of the contract and supply the Town of Bristol with an updated proof of insurance annually.