



August 15, 2019

Mr. Butch Jackson
DPW Director
Town of Sturbridge, Massachusetts
69 New Boston Road Extension
PO Box 182
Sturbridge, Massachusetts 01566

Re: Inflow and Infiltration mitigation plan 10 year proposal

Dear Mr. Jackson,

Veolia North America is pleased to have the opportunity to present the following proposal for inflow and infiltration mitigation in accordance with the Massachusetts Department of Environmental Protection (MassDEP) regulation 314 CMR 12.00 Operation, Maintenance, and Pretreatment Standards for Wastewater Treatment Works and Indirect Discharges. In the following you will find a detailed ten (10) year plan with proposed work in accordance with the MassDEP regulation and recommended annual budgetary figures to complete the work required to maintain compliance to the regulation. The Veolia team will take the “find it and fix it” approach throughout the duration of the project, thus ensuring the the Town receives the greatest possible result each year that the work is provided.

Schedule, Scope, and Proposed annual budget

Year 1. - Budget - \$85,000.00

- Complete system flow monitoring study.....\$75,000.00
- Complete system GIS corrections.....\$10,000.00

Years 2. - 10. - Budget - \$90,000.00

- Field work.....\$70,000.00
 - ◇ Pipe Cleaning - 14,000 ft
 - ◇ CCTV - 14,000 ft
 - ◇ Smoke Testing - 14,000 ft
 - ◇ Dye Testing - as needed
 - ◇ Manhole inspections - 98
- Budget for corrective repairs.....\$20,000.00

Responsibilities of Veolia

- Provide all labor, material, and equipment necessary to clean and remove all debris from piping systems and complete all annual field work.
- Provide an annual report for work completed and findings.
- Provide a detailed report of defect findings with recommended repairs and associated costs.
- Coordinate annual work area with Town DPW prior to commencement of each year's work.

Responsibilities of the Town

- Provide water for flushing from local fire hydrants or standpipes.
- Provide a dumping site for system debris.
- Provide and pay for traffic control as needed.

Should you have any questions or require additional information please do not hesitate to contact me at paul.rodman@veolia.com or by cell phone at 401-265-0525.

Best regards,

Paul Rodman
Special Projects Manager
Veolia North America

Cc: Shane Moody - Project Manager III, Sturbridge, MA WWTF, Veolia North America
John Oatley - Vice President of Operations, Veolia North America

VEOLIA NORTH AMERICA - NORTHEAST, LLC

SERVICE AGREEMENT

THIS AGREEMENT made on this day 15st day of August 2019, by and between Veolia North America hereinafter called "VEOLIA" and the Town of Sturbridge, Massachusetts, 69 New Boston Road Extension, PO Box 182, Sturbridge, Massachusetts 01566 hereinafter called "CLIENT".

WITNESSETH:

WHEREAS, CLIENT desires to retain VEOLIA to perform certain professional services in connection with inflow and infiltration mitigation throughout the Town of Sturbridge.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

- I. VEOLIA shall furnish all materials (except those which may be specified herein the CLIENT shall furnish), equipment, tools, supervision, and labor at the job site and shall perform the work as described an Attachment "A" referred to as "Services".
- II. VEOLIA (and its subcontractors, if applicable) shall abide by applicable government safety rules and regulations pertaining to the Services.
- III. CLIENT shall pay VEOLIA for the performance of VEOLIA's obligations hereunder in accordance with the terms set forth in Attachment "A" attached hereto.
- IV. The General Conditions attached as Attachment "B" are incorporated herein and made a part of this Agreement.

This Agreement is effective the day, month and year first written above.

Town of Sturbridge, MA

Veolia North America

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT “A”

**VEOLIA NORTH AMERICA - NORTHEAST, LLC
SCOPE OF WORK AND COMPENSATION**

Veolia North America is pleased to have the opportunity to submit this proposal for inflow and infiltration mitigation services within the Town of Sturbridge, Massachusetts.

Pricing

Year 1. - Budget - \$85,000.00

- Complete system flow monitoring study.....\$75,000.00
- Complete system GIS corrections.....\$10,000.00

Years 2. - 10. - Budget - \$90,000.00

- Field work.....\$70,000.00
 - ◇ Pipe Cleaning - 14,000 ft
 - ◇ CCTV - 14,000 ft
 - ◇ Smoke Testing - 14,000 ft
 - ◇ Dye Testing - as needed
 - ◇ Manhole inspections - 98
- Budget for corrective repairs.....\$20,000.00

Responsibilities of VNA

- Provide all labor, material, and equipment necessary to clean and remove all debris from piping systems and complete all annual field work.
- Provide an annual report for work completed and findings.
- Provide a detailed report of defect findings with recommended repairs and associated costs.
- Coordinate annual work area with Town DPW prior to commencement of each year’s work.

Responsibilities of Client

- Provide water for flushing from local fire hydrants or standpipes.
- Provide a dumping site for system debris.
- Provide and pay for traffic control as needed.

This proposal does not include any provisions for retainage being withheld at the time of completion of this contract against invoices due; payment in full to be made within thirty (30) days of invoice submittal.

Term of contract

This contract for inflow and infiltration mitigation services will be valid from August 15, 2019, through December 30, 2030.

ATTACHMENT “B”

VEOLIA NORTH AMERICA - NORTHEAST, LLC GENERAL CONDITIONS

1. **ACCESS:** Client grants or shall obtain for Veolia North America referred to herein as “VEOLIA” and its subcontractors authority to enter the property upon which VEOLIA’s Services are to be performed (“SITE”).
2. **CLIENT INFORMATION:** Client understands that VEOLIA is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise VEOLIA of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.
3. **STANDARD OF SERVICES AND WARRANTY:** VEOLIA agrees to perform its Services in accordance with prudent practices in effect and utilized by water/wastewater firms in the general regional area of the Site at the time the Services are rendered. VEOLIA shall, for the protection of the Client, request from all vendors and subcontractors from which VEOLIA procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. VEOLIA’s responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. VEOLIA warrants that, if any of its completed Services fail to conform to the above responsibility standard, VEOLIA will, at its expense and provided defective Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to VEOLIA for the defective Services. Except as provided in this Section, VEOLIA makes no other warranty, express or implied, and shall have no other liability to Client for defective Service, whether caused by error, omission, negligence, or otherwise.
4. **CONFIDENTIALITY:** “Confidential Information” means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding VEOLIA’s Work Product that is delivered to Client or others

hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by the receiving party. Client agrees that VEOLIA may use and publish Client's name and a general description of the Services provided to Client in describing VEOLIA's experience and qualifications to other clients and potential clients.

5. **WORK PRODUCT:** "Work Product" consists of all reports, notes, laboratory test data and other information prepared by VEOLIA for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; provided, however, VEOLIA shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product and Client shall indemnify, defend and hold VEOLIA harmless from any and all such claims or damages.
6. **INSURANCE:** VEOLIA shall maintain Worker's Compensation and Employers Liability Insurance in accordance with the requirements of the state in which the Services are being performed, commercial general liability insurance (including contractual and contractor's protective liability coverage) with combined single limit of \$5,000,000 per occurrence for bodily injury and property damage, and automobile liability coverage including owned and hired vehicles with a combined single limit of \$5,000,000 per occurrence for bodily injury and property damage.
7. **INDEMNITY:** VEOLIA shall indemnify, defend and hold harmless Client, its officers, directors, agents, employees and affiliated and parent companies against claims, demands and causes of action of third parties, including attorneys' fees and costs of defense, for personal injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of VEOLIA. VEOLIA's aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in Section 6 of this contract and Client agrees to release, defend and indemnify VEOLIA from and against all further liability under the above indemnity arising from such Services.

VEOLIA agrees to hold Client safe and harmless for any loss of or damage to existing property of VEOLIA and from claims of personal injury, disease or damage, including wrongful death, of employees of VEOLIA arising from any cause expressly including the sole, joint or concurrent acts of negligence by Client. Client agrees to hold VEOLIA safe and harmless for any loss of or damage to existing property of Client and from claims or personal injury, disease or damage, including wrongful death, or employees of Client arising from any cause expressly including the sole, joint or concurrent acts of negligence by VEOLIA. Each party hereby grants to the other a full and complete waiver of subrogation with respect to property insurance maintained by the party granting the waiver.

8. **REMEDIES:** Notwithstanding and other terms in this contract to the contrary, neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action of claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss or profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions, including, without limitation, the provisions of Section 11, shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.
9. **INDEPENDENT CONTRACTOR:** VEOLIA's Services are performed as an independent contractor and not as the Client's employee, agent, partner or joint venturer.
10. **FORCE MAJEURE:** VEOLIA will have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosion, acts of nature, acts of governments, labor disturbances, delays in transportation or inability to obtain material or equipment.

11. **LIMITATIONS OF LIABILITY:** Except as provided in Section 7 of this contract and to the greatest extent allowed by law, Client agrees that VEOLIA's aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in a way related to this contract, the Services or the Site, shall be limited to the lesser of \$50,000 or the total amount of compensation received by VEOLIA hereunder. In the event that claims involving this contract of Services are sought to be resolved through litigation or arbitration, the prevailing party shall be entitled to collect from the other party all litigation costs and expenses, including attorneys' fees and expert fees, incurred in successfully prosecuting or defending such action. All claims arising under or in connection with this contract, the Services or the Site must be filed in a court of appropriate jurisdiction or with the

American Arbitration Association within one year of completion of the Services or be forever barred.

12. **OWNERSHIP OF WASTE:** In no event shall VEOLIA take title to or be liable for disposal or remediation costs associated with Client's influent, wastewater, or the effluent or treated water, including any hazardous or non-hazardous wastes, substances or materials existing on or generated at the Site upon which the Services are performed.
13. **INVOICING AND PAYMENT:** Invoices will be issued monthly itemizing the charges due VEOLIA for performance of the Services. Copies of supporting documentation will be provided upon Client's request and at Client's expense. Original receipts will be available for review but will not be released. Payments are due at the address appearing on the invoice within thirty days of the invoice date. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-½% per month (18% per annum). In the event that VEOLIA places Client's account in the hands of an attorney for collection, Client agrees to pay VEOLIA all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.
14. **ENTIRE AGREEMENT:** The terms of this contract shall be deemed accepted by Client at the earlier of (1) VEOLIA's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This contract constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of VEOLIA. VEOLIA hereby objects to any prior or subsequent purchase orders, work orders, invoices, acknowledgment forms, manifests and other

documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Termination of this contract of the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein.