

## SERVICE AGREEMENT

SA# 315

This is an agreement to service and maintain the wastewater pump station(s) located at:

<u>Miami Lakes Optimist Park, 6411 NW 162<sup>nd</sup> St., Miami Lakes, FL 33014</u>

This Agreement is between Atlantic Environmental Systems, Inc., herein referred to as AES, and the permittee of the wastewater pump station(s), <u>Town of Miami Lakes</u>, herein referred to as Owner.

AES agrees to inspect and maintain the above referenced wastewater pump station(s) for a period of one year from the acceptance date of this Service Agreement. The inspection and maintenance of the pump station(s) will include the following bulleted services and <u>checked</u> program level:

### SERVICES INCLUDED WITH EACH PROGRAM LEVEL

- Test all electrical systems of pump station for proper operation
- Test pumps for proper operation
- Provide 24 hour, 365-day service call availability
- Respond within 24 hours to any emergency service call received from the permittee-property owner or representative for overflows in the sewer system from the date/time the overflow condition is identified
- Provide routine service report of pump station status and runtimes
- Maintain and service odor control devices (when station is so equipped)
- Notify owner of required replacement parts and service for continued compliance for permitting
- Provide and maintain a Remote Telemetry Unit (RTU) and cellular phone connection system
- Provide monthly pump station runtime readings to the Department of Environmental Resources Management (DERM) to stay in compliance with Miami-Dade County requirements
- ☐ LEVEL ONE-RTU: (Quarterly Inspection)\*
  - 1) All of the included services with quarterly inspections
  - 2) Provide a quarterly service report of pump station status and runtimes
- ☑ LEVEL TWO-RTU: (Monthly Inspection)\*
  - 1) All of the included services with monthly inspections
  - 2) Provide a monthly service report of pump station status and runtimes
- ☐ LEVEL THREE-RTU: (Monthly Inspection)\*\*
  - 1) All of the included services with monthly inspections
  - 2) Provide a monthly service report of pump station status and runtimes
  - 3) Provide all new replacement parts and pumps as needed at no additional cost to owner
  - 4) This level of service is also referred to as our 'Perpetual Warranty'

\*NOTE: Service Levels One and Two: These Service Agreement levels <u>DO NOT ALLOW</u> for the replacement of worn parts, the unclogging of pumps, repairs to equipment due to weather, or the by-pass pumping of the station during power outages, or service call requests/requirements. Replacement parts and by-pass/emergency pumping are charged as authorized by owner.

\*\*NOTE: Service Level Three: This Service Agreement level <u>DOES ALLOW</u> for the replacement of parts and all equipment that fails due to regular usage and wear. This level of service does not include any emergency pumping during power outages or repairs due to accidents or consequences of an insurable nature.



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#### EVENING AND WEEKEND EMERGENCY SERVICE AUTHORIZATION:

When we receive a site call for emergency service. that person is not always the one who is authorized to request this service. Giving us pre-authorization will expedite our response time greatly in an emergency. Remember that if authorization must be obtained for each emergency, this will lengthen our response time. Standard authorization procedures

will not change during regular business hours. Please check your desired option below. **Pre-Authorization With Signature Below Authorization Must Be Obtained Verbally** 

With Phone Number Below

#### **HURRICANE EMERGENCY SERVICE AUTHORIZATION:**

Past experience with hurricanes has taught us that we cannot rely on phone or cell service after such a disaster. We found ourselves in a position where our customers could not contact us to request service for their pump stations. This is why we started our HURRICANE PREPAREDNESS PROGRAM. With this pre-authorization you are instructing us to keep your pump station in service during power outages from any storms we may experience during the year. This will solve the communication problem associated with power and phone loss. You will be added to our list of automatic customers to keep their pump stations in service during these power outages. Specifically, we travel to these sites with generators to hook up to and pump down the stations as needed until power is restored. Please check your desired option below.

Pre-Authorization With Signature Below I Do Not Wish To Be Enrolled At This Time

EMERGENCY 305-364-6100 X1129

(24/7-Evening/Weekend Number(s) Required)

Owner agrees to pay AES in the amount of \$2,500 yearly, payable in advance in one payment at AES's offices in Lake Worth, Florida, for the above service. It is agreed that this Service Agreement will be for a period of one (1) year, and will automatically renew for periods of one year thereafter, unless written notice of cancellation is given to AES by the Owner or by AES to Owner UPON CANCELLATION BY EITHER PARTY, ANY PAID FEES WILL BE PRORATED AND A REFUND WILL BE SENT TO OWNER FOR ANY UNUSED PORTION OF THE PAID PERIOD.

Upon cancellation and/or termination of this Agreement, by either AES or the Owner, a written "Change of Status Notice" will be forwarded via certified mail to the appropriate regulatory authority; this notice will inform the regulatory authority of the Service Agreement cancellation and/or AES's terminated responsibility of the Owner's wastewater pump station(s).

If pump station service included an AES owned Remote Telemetry Unit, (RTU), owner agrees to surrender the RTU to AES upon request and termination of Agreement.

This Agreement is proposed by AES in accordance with the above stated terms. Service Agreement term would start February 17, 2021 and end February 16, 2022, and then renew in 1 year periods thereafter, if not canceled 30 days prior to the yearly renewal date.

OWNER AGREEMENT ACCEPTANCE

Authorized Signature:

Printed Name & Title:

Date of Acceptance:

ATLANTIC ENVIRONMENTAL SYSTEMS, INC.

2244 4th Avenue North

Lake Worth, FL 33461

P 561-547-8080 F 561-547-3999

Katie@eMOPS.com

Authorized Signature:

Program Coordinator

Date of Acceptance: