

CITY OF WARWICK

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

NO: _____

APPROVED: _____ MAYOR

DATE: _____

RESOLVED, That The City Council of the City of Warwick as required by the provisions of Sections 6-11 and 6-12 of the City Charter and the Ordinance relative to competitive bidding on purchase enacted there under hereby and herewith approves the acceptance of the following bid(s):

Bid #	Name	Vendor(s) Name/Address	Contract Award	Contract Period	Note	Code	FY
2018 - 329	Monthly Cleaning Services	<i>Clivus New England, Inc.</i> PO Box 127 N. Andover, MA 01845	\$6,200.00			56 - 6	

AND BE IT FURTHER RESOLVED, That such purchase or contract be awarded to the lowest responsible bidder.

THIS RESOLUTION SHALL TAKE EFFECT UPON ITS PASSAGE

CODE: 70-340 Field Maintenance/Service Contracts

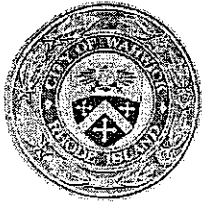
SECTION 56-6

Bid2018-329 Monthly Cleaning Services/Two Year Service Agreement

Clivus New England Inc.
PO Box 127
N. Andover, MA 01845

Contract Award: \$6,200.00

Contract Period: One Time Purchase



CITY OF WARWICK
DEPARTMENT OF PUBLIC WORKS
925 SANDY LANE
WARWICK, RI 02886
TEL. 401-738-2000 Ext. 6500
FAX 401-732-5208

SCOTT AVEDISIAN
MAYOR

RICHARD CRENCA
DIRECTOR

To: Patricia Peshka, Purchasing Agent
From: Richard Crenca, Director of Public Works
Date: April 6, 2018
Subj: Clivus New England, Inc.

A handwritten signature in dark ink, appearing to read "Richard Crenca", is written over the "From:" line of the memo.

The Council approved the purchase and installation of three composting toilets in the City last calendar year. At that time, there was discussion of a service agreement for cleaning of those units, however, the agreement was not presented in the dollar amount for the award. This department would like to enter into a service agreement as previously discussed, per the attached document. This will serve over a two year period, however, this department will not be billed if services are not performed in a particular month, depending on usage.

Please consider this memo a request for an exception to notice under Sec. 56-6 of the Warwick Code for Clivus New England, Inc. in the amount of \$6,200, to expire August 31, 2019.

Clivus New England, Inc.
P.O. Box 127
North Andover, MA 01845
(978) 794-9400
Fax: (978) 794-9444
E-mail: 123CNE@clivusne.com



Service Contract
September 1, 2017 – August 31, 2019

Warwick City Park
City of Warwick DPW
3275 Post Road
Warwick, RI 02886

TERMS AND CONDITIONS

Clivus New England, Inc., (hereafter referred to as CNE) shall enter into this Service Contract with City of Warwick (hereafter referred to as COW) pursuant to which CNE will service the composting waste treatment systems located at Warwick City Park, as per the terms and conditions set forth in the following paragraphs. No other Service Contract terms are implied.

This service contract shall be in effect for two (2) years during the period of September 1, 2017, through August 31, 2019, and shall include up to twelve (12) scheduled visits per year at a cost of **\$325 per visit**; total estimated annual service cost is \$3,900. *The number of annual visits is estimated for budgeting purposes; all twelve visits may not be necessary. Only completed visits will be invoiced.*

This Service Contract shall commence once these terms are agreed upon. Thirty days prior to the termination date, a renewal contract shall be offered for two or more years as requested.

This Service Contract does not include repairs of damage or malfunctions caused by loss of power or water or by accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or another natural force, or the relocation of any CNE installed components. COW shall be billed separately for any repairs, service, or replacement costs resulting from any of the above circumstances or conditions.

This Service Contract applies only to the system components installed by CNE. Any alterations or attachments to the CNE equipment shall invalidate this agreement unless written authorization is obtained from CNE.

All components manufacturers' warranties shall be part of this Service Contract, and this Service Contract shall include installation of parts replaced under warranty.

Paint thinners and other petroleum products, harsh chemicals, pesticides and yard care products shall not be disposed of in the composting toilet system.

CNE shall have reasonable access, including but not limited to weekday daytime hours, to all components of the composting toilet system with a 24-hour notice during the time this contract remains in effect.

Service will include but is not limited to the following during a scheduled service call:

- Total system component inspection
- Ventilation system cleaning, if needed
- Moistening of composting masses
- Liquid level monitoring
- Leveling and aeration of composting masses
- Removal of non-biodegradable items, if needed
- Addition of carbon source to adjust mass consistency, if needed
- Addition of redworms if conditions are adequate
- Addition of compost enhancer bacteria
- Operation and maintenance training
- Supplies to be included: shavings and bacteria

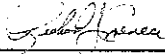
Replacement parts or components and installation of the same shall be billed separately when any limited warranty from the manufacturer has expired for those parts or components. CNE shall be notified of any malfunctioning or breakdown of any part or component as soon as discovered by COW.

Pumping and compost removal fees are additional. Hand sanitizer and replacement parts not under warranty will be billed separately.

Payment for service and other charges including but not limited to emergency service calls is due upon receipt of invoice. Emergency service calls shall be billed at a rate of \$175 per hour with a minimum of two hours billed (\$350 minimum).

Should COW fail to make any payment due hereunder, or be or become insolvent or be a party to our acquiesce in any bankruptcy or receivership proceeding in any similar action affecting the affairs or property of COW, CNE may refuse to continue to service the equipment once the contract has expired and may furnish service on a time, travel, and material basis only.

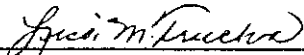
Should occupancy or ownership of the property change, all terms and conditions shall remain in effect, and all rights and obligations of COW become the rights and obligations of the new occupants or owners provided CNE is notified in writing by COW and acknowledged by CNE.



Richard Crenca, Director
City of Warwick Dept. of Public Works

9/8/17

Date



Lisa M. Truchon
Office Manager
Clivus New England, Inc.

September 8, 2017

Date