



State of Delaware  
Department of Natural Resources and Environmental Control  
**Delaware Division of Parks and Recreation**  
89 Kings Highway  
Dover, Delaware 19901

August 7, 2017

ISSUED BY: Ariel Hornik  
Paralegal I  
302-739-9206

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. LPSP-01-2012**  
**WASTEWATER TREATMENT PLANT AT LUMS POND STATE PARK**

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**TABLE OF CONTENTS**  
**OF**  
**KEY CONTRACT INFORMATION**

<b>1. CONTRACT PERIOD .....</b>	<b>2</b>
<b>2. VENDORS .....</b>	<b>2</b>
<b>3. PRICING .....</b>	<b>2</b>
<b>ADDITIONAL TERMS AND CONDITIONS.....</b>	<b>2</b>

**KEY CONTRACT INFORMATION**

**1. CONTRACT PERIOD**

[\(Return to Table of Contents\)](#)

The Contractor hereby accepts from the Division, a contract to operate the wastewater treatment plant for the period beginning January 6, 2012 and ending January 5, 2015, both days inclusive.

This contract has been extended through January 5, 2018.

**This contract has been extended through January 5, 2022.**

**2. VENDORS**

[\(Return to Table of Contents\)](#)

HN Environmental Services  
479 Haystack Drive  
Newark, DE 19711  
Phone: 302-266-6747  
Email: cleanwater@comcast.net

**3. PRICING**

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year.

**Annual Contract Fee:**

<del>2012</del>	<del>\$29,900.00</del>
<del>2013</del>	<del>\$29,900.00</del>
<del>2014</del>	<del>\$29,900.00</del>
<del>2015</del>	<del>\$33,150.00</del>
<del>2016</del>	<del>\$33,150.00</del>
<del>2017</del>	<del>\$33,150.00</del>
2018	\$39,900.00
2019	\$39,900.00
2020	\$39,900.00
2021	\$39,900.00
2022	\$39,900.00

**ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

**4. PAYMENT**

The Contractor shall bill monthly, Lums Pond State Park, 1068 Howell School Road, Bear, DE 19701, Attn: Park Superintendent. The Division will authorize and process for payment of each invoice within thirty (30) days after the date of receipt.

**5. ORDERING PROCEDURE**

The Contractor shall provide either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. The Division is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The Division may

Award Notice

Contract No. LPSP-01-2012

elect to pay with the State's authorized procurement (credit) card. The Contractor must be able to accept the State's credit card for single purchases under \$2,500.00.

**6. CONTRACTOR REQUIREMENTS**

The Contractor will be granted the right to provide wastewater treatment services at Lums Pond State Park that is approved by the Division. The Contractor's responsibilities under this contract shall include the following:

- a. The Contractor shall ensure that the wastewater treatment facilities produce an effluent as permitted by the Delaware Department of Natural Resources and Environmental Control (DNREC) and U.S. Environmental Protection Agency (EPA), provided that influent conditions are equal to or less than expected.
- b. The Contractor shall also have an operator available 24 hours, 7 days a week for emergency response. Response time by the operator shall be no greater than 1 hour after notification of the emergency.
- c. The Contractor shall be responsible for daily sampling at the facilities to include residual chlorine and pH, settle ability, and other tests needed to ensure National Pollutant Discharge Elimination System (NPDES) compliance.
- d. The Contractor shall utilize proper methods to make weekly flow proportional composite sample, take grab sample, provide proper cooling, and deliver to laboratory within 5 hours. Duplicate analyses are to be made at least once per month as required. All laboratory work should be noted on test form sent with the sample to the lab.
- e. The Contractor shall utilize DNREC laboratory located in Dover for weekly sample analysis and monthly duplicate analyses. Lab will send analysis to the park and submit billing to the Division. Up to three (3) analyses at another lab facility or influent or effluent, in addition to NPDES requirements may be made by the Contractor with a report sent to the park during the contract period.
- f. The Contractor shall be required to maintain and fulfill all necessary operating and reporting requirements to regulatory agencies and to the Park Superintendent for the wastewater treatment facility, prepare and submit all Discharge Monitoring Reports as required by DNREC, including quarterly reports, complete all other regulatory correspondence and requirements including inspection meetings, non-compliance reports and furnish a monthly operating report on each facility detailing the status of operation of the facility during the proceeding.
- g. Contractor shall remain in regular communication with the Park Superintendent regarding the operation of the wastewater treatment facility and system to assure the operation is running according to regulatory standards and without incident or failure.
- h. The Contractor shall prepare orders for chemical inventories, sampling containers, spare parts and supplies and submit them to the Park Superintendent. All orders in excess of \$500.00 must have prior Division approval.
- i. The Contractor shall schedule and monitor services, such as sludge hauling and chemical additives. All mechanical, electrical and Contractor services must have Division's approval before scheduling. The Contractor must also receive approval from the Division of Water, Ground Water Discharges Section, and ensure that the sludge hauler and disposal facility are approved by the Department of Natural Resources and Environmental Control.

- j. The Contractor shall spend daily hours as specified during each season, but be responsible for extra hours as required to keep facility within NPDES standards during transition times or when inconsistent weather could cause unexpected flows. Additional work hours may be substituted for specified hours, but all times must be reported.

## **7. INDEMNIFICATION AND HOLD HARMLESS**

The Contractor expressly agrees to indemnify and hold the State of Delaware, the Department or any of its employees harmless from any and all claims arising out of any violations by the Contractor of any law, rule, regulation or order, and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from the operation of this contract by the Contractor or from the negligence or carelessness of employees of the Contractor while on the job. The Contractor expressly agrees to indemnify the State of Delaware, the Department or any of its employees to the extent of any recoveries against them individually and/or jointly arising from it.

## **8. NON-PERFORMANCE**

In the event the Contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Contractor. Under no circumstances shall monies be due the Contractor in the event open market products can be obtained below contract cost. Any monies charged to the Contractor may be deducted from an open invoice.

## **9. FORCE MAJEURE**

Neither the Contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **10. DIVISION RESPONSIBILITIES**

The Division's responsibilities under this contract shall be the following:

- a. Electricity, snow removal, grass cutting and sub-contracted maintenance and repair, including but not limited to generators, computer control systems and instrumentation.
- b. Operation, maintenance and repair of sewer collection system up to the facility boundaries and the discharge system outside the facility boundaries.
- c. Preventative maintenance and repair of the building, grounds and equipment.
- d. Major required testing equipment for each facility, such as pH meter, Cl<sub>2</sub> meter and flow meter.
- e. Perform all maintenance work such as changing oil, greasing/lubricating and repairs.

## **11. INSPECTION**

The Contractor shall allow free access to authorized representatives of the Division and other county, state or federal officials having jurisdiction for inspection purposes. The Contractor shall further agree that if notified in writing by the Division or its authorized representatives that any part of the contracted

premises or the facilities thereof for which the Contractor is responsible for services rendered are not in conformance with the contract granted then the Contractor shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the Division and the Contractor.

**12. Accounting and Reports**

The Contractor shall maintain proper and complete books and records of accounts of its operation under the contract granted. All receipts of any nature from wastewater treatment services provided by the Contractor shall be immediately and properly recorded.

The Contractor shall permit the Division or its authorized representatives to examine and audit financial records relative to this contract at any reasonable time during normal business hours, after giving the Contractor twenty-four (24) hours' notice of the date and time of such examination and audit. The Contractor shall retain these financial records for a period of three (3) years beyond the termination of this contract, unless earlier disposal is approved by the Division in writing

**13. Fee Not Affected**

The Division reserves the right to enlarge, close and/or reduce the size of any area for purposes of improvement, repair, construction and any other legitimate purpose.

**14. Modifications to Premises**

If any alterations, modifications, additions or improvements of the contracted premises and facilities are desired by the successful applicant, a request first must be submitted to the Division for approval and work shall not commence until receiving the Division's written approval and consent. All costs for any approved alterations, modifications, additions, or improvements shall be the responsibility of the Contractor unless the Division consents to share a portion of said costs or provide necessary materials and/or labor. All applications shall submit a proposed layout of the operation and a description of any alterations or modifications which are contemplated to set up the operation.

**15. Damage to Premises**

In the event State property or facilities are damaged in any way whatsoever by reason of any act or omission of the Contractor or its employees, the Contractor shall repair at its own cost and expense the facility or property so damaged. Upon the failure of the Contractor to make such repairs within five (5) working days or a reasonable time period agreed upon by the Division and the Contractor, the Division will repair such damage at the cost and expense of the Contractor and deliver a detailed invoice to Contractor due and payable within thirty (30) days of the date of the invoice.