

SERVICE AGREEMENT

Big Josh LLC
PO Box 63
High Falls New York
12440

Bid For water meter replacement in the High Falls Water district.

This agreement made this day_____ day of February 2024 by and between the High Falls Water District, Towns of Marbletown and Rosendale, hereinafter called the "Owner" and Big Josh LLC P.O. Box 63 High Falls New York 12440 ,doing business as a corporation, hereinafter called "Contractor."

Witnessed: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1) The Contractor commence and completion the installation of water meters in the High Falls Water District, Towns of Marbletown and Rosendale, New York.
- 2) The Contractor will furnish all labor and tools required for the installation. Basic Materials will be furnished by the High Falls Water District to the extent stipulated in the Contractor' s proposal. The Water District will furnish the meters, fixtures and valves.
- 3) The Contractor agrees to Start work at the site at the date specified on a written notice from the Owner to do so, but in no case later than thirty (30) days after the signing of this Agreement; and that all work shall be completed no later than 365 days from the signing date of this Agreement.
- 4) The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the :terms therein for the sum of\$ 168,000.00 as shown in the Attached Quotation.

Payment Schedule:

Deposit: \$20,000

Phase one(1): \$55,000

Phase two(2): \$55,000

Completion: \$38,000

Line freezing on an as needed basis for locations where valve boxes are non functional \$275 per line freeze. It is understood that valve box replacement will be paid separately at an approximate cost of \$1,900.00 per valve box.

- 5) The above mentioned cost DOES NOT INCLUDE the following: .
 - Any changes due to homeowner request.
 - Any additional labor due to homeowner modifications
 - Any additional labor/time due to homeowners not following water district rules/regulation/code regarding meter areas in residence or business.
- 6) A fee for homeowner missed appointments (technician on site with no homeowner or homeowner representative) will be assessed at \$275 per occurrence.
- 7) The term "Contract Documents" means and includes the following: Quotation/Proposal
Typical Installation Drawing (attached) Agreement
- 8) The Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 9) IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first above written.
- 10) Contractor will provide General Liability Insurance in the amount of \$1,000,000. naming the High Falls Water District as Additional Insured."
- 11) The Contractor will provide proof of Workers Compensation Insurance
- 12) All applicable provisions of the General Municipal Law and Local Ordinances shall apply.
- 13) Work will be subject to inspection and approval by the High Falls Water District Superintendent of Special Projects
The
- 14) Change Order: in the event that work outside of above describe needs to be completed a change order will be created and emailed to parties needed for approval.

Owner: High Falls Water District

Town of Marbletown And Rosendale

X:_____

NAME:

Title:

Date:

ATTEST:_____

Name:

Title:

Date:

Contractor:

Big Josh LLC

X:_____

NAME:

Title:

Date:

ATTEST:_____

Name:

Title:

Date:

Town Of Rosendale Supervisor

Jeanne L Walsh

X_____

Date:_____

ATTEST:_____

Name:

Title:

Town Of Marbletown Supervisor

Rich Parete

X_____

Date:_____

ATTEST:_____

Name:

Title: