

**Request for Proposal (RFP) for**

**Operation, Maintenance, and Management**

**Water and Wastewater Treatment Project No: PW-2022-01 *ADDENDUM #2***

## Date: March 23, 2022

**Submittal Deadline: April 21, 2022 10:00 AM**

The Town of Paonia, Colorado (Town) is seeking Proposals from firms interested, experienced, and knowledgeable in providing full-service operations, maintenance, and management of the Water and Wastewater Treatment Plants (collectively the “Facilities”) as described in this document. This RFP is intended to gather pertinent information concerning the ability of contractors to meet the needs of the Town of Paonia.

The Town is interested in establishing an ongoing relationship with a contractor to ensure high quality, necessary, timely, and cost-efficient Water Treatment Facility and Wastewater Treatment Facility Operation services. We expect that the contractor chosen will be experienced in the type of operations services required on an ongoing basis by water and wastewater service providers in Colorado and have a complete understanding of all rules and regulations of the Colorado Department of Public Health & Environment.

# MODIFICATIONS TO ADDENDUM 1 OF THE ORIGINAL RFP:

The timeline and dates for the process including review submittal and bid opening have been extended throughout RFP.

Interested firms are invited to submit three (3) hard copies and one (1) electronic copy of your proposal by 10:00 AM, Thursday, April 21, 2022, to:

Corinne Ferguson Administrator Town of Paonia

214 Grand Avenue

PO Box 460

Paonia, CO 81428

970-527-4101

corinne@townofpaonia.com

***Following submittal, the bids will be opened by the Town Administrator and Finance Officer, or designee, for tabulation on a bid document sheet. The bid document sheet will be used to present the significant comparables at the bid review on April 21, 2022, at 11 am – unless the process is further continued.***

## Introduction

This RFP, issued in accordance with the provisions of the laws of the State of Colorado, invites firms to submit proposals describing their qualifications to provide the services described. Subject to approval by the Town, this will be an annual contract to be in effect from the date of hire through December 31, 2022, and each subsequent calendar year following with options for renewal for three (3) additional consecutive terms.

## Background and Objectives

The Town is interested in maximizing benefits for its citizens from this effort and views the intended relationship as a partnership venture in which the issues are quickly and fairly resolved to the mutual benefit of the Town, its taxpayers, and the successful respondent. The Town and the successful respondent shall enter into a mutually binding operation, maintenance, and management agreement addressing the topics contained in this document. The Town, therefore, reserves the right to expand the scope of services to include additional or decreased responsibilities.

The Town is currently and will continue contracting the operation of the Facilities with an outside entity experienced in operating these types of systems. The objectives of these operations include, but are not limited to:

* + - Cost-effectively managing, operating and maintaining the Facilities.
		- Operating Facilities in full compliance with local, state, and federal regulations and statutes.
		- Providing technical assistance to address the Town's existing assets, future capital projects, Town, and regulatory issues.
		- Assisting with capital projects, repairs, and improvements to the Facilities

Contract operations require the respondent to provide all Facilities operations. The respondent will be responsible for:

* + - Aspects of facility management and operation.
		- Maintaining all land, buildings, improvements, and permanent equipment. Equipment maintenance shall be performed by the respondent in accordance with the manufacturer’s recommendations, and the respondent will be required to provide proof thereof to the satisfaction of the Town.

Required capital expenditures will continue to be the responsibility of the Town. Utility costs are not to be included in the scope or associated pricing.

The Town's ultimate objectives for the operation of the current and future Facilities is to select a respondent who will provide a strong technical support team, ensure the Facilities operate in compliance with all relevant regulations, improve maintenance and provide efficiencies. The Town wishes to work with the chosen contractor to reduce energy consumption and reliance on fossil fuels at the Facilities. In addition, the Town wants to reduce its exposure to risks from possible operator errors related to compliance and safety.

## Overview of Services

The Town is seeking a qualified firm capable of providing operation, maintenance, management, and other related services for the Facilities. This may include, but not be limited to, provision of:

* + - Order and coordinate delivery of all chemicals at all the Facilities
		- Sampling
			* Proposer shall have an approved QA/QC program
		- Routine and Corrective Maintenance of Facilities and associated equipment
			* Routine and Corrective Maintenance records will be maintained on a computerized maintenance management system
		- Reporting to regulatory agencies
			* Prepare all reports required by regulatory agencies
			* All reports will be reviewed and signed by the Town’s Administrator or designated representative
		- Management of the operations
			* Operations records will be maintained in accordance with state regulations
			* The proposer shall utilize a database software for process control items equivalent to the one currently used by the contractor (Fulcrum). All records shall have an instantaneous backup system secured off-site
		- Maintain an acceptable appearance of all facilities
			* Facilities shall not be used for junk storage and shall be kept orderly and clear of loose obstacles, excess mud, and dirt and in good appearance.
		- Maintenance and Development of SCADA /Telemetry System
			* The proposer will be responsible for maintaining current telemetry service in all locations and any license requirements for radios and software. All software and hardware for the telemetry system shall remain the property of the Town.
			* The proposer shall be responsible for supplying and managing professional personnel (whether in-house or via subcontract) to maintain both the software and hardware components of the system.
			* The Town shall have remote read access to the SCADA system 24/7.

The respondent will be responsible for satisfying the State of Colorado regulatory requirements and for operating, maintaining, and managing the Facilities in compliance with all other applicable local, state, and federal laws and regulations. Services for the operation, maintenance, and management of the Facilities shall be provided in a safe, secure, effective, and efficient manner.

## Description of the Facilities

The following sections describe the Facilities to be operated, maintained, and managed. Conveyance, collection, and distribution lines will be maintained by the Town and are not to be included in this proposal. All equipment at each facility will be covered under the RFP unless noted otherwise by the Town.

## Wastewater Treatment Plant (WWTP)

The wastewater treatment plant is located at 38976 Highway 133, Paonia, CO. 81428. The plant was finalized in 2007. The wastewater treatment plant is operated under Permit # CO047431.

## Lamborn Mesa Water Treatment Plant (2MGWTP) and Storage

The Lamborn Mesa Water Treatment Plant (2MGWTP) is located at 12762 Roeber Road, Paonia, CO. 81428, All affiliated information including rated design capacity and filtration processes can be found under PWSID CO0115601.

## Clock Water Treatment Plant (1MGWTP) and Storage (Currently Offline)

The Clock Water Treatment Plant (1MG) is located at 41576 Lamborn Mesa Road, Paonia, CO. 81428. All affiliated information including rated design capacity and filtration processes can be found under permit # COG641134.

The water system is operated under PWSID CO0115601.

## Equipment Owned by the Town

All land, buildings, improvements, and permanent equipment which are presently in place or new Facilities which may be added by construction projects shall remain or become the property of the Town. Should the respondent fund any facility improvements at the requestand with the approval of the Town, such Facilities shall become the Towns after completion of the repayment schedule. All existing facilities shall be made available to the respondent for its use in providing the services under the agreement.

The respondent shall maintain all land, buildings, improvements, and permanent equipment that are within the scope of the agreement. Treatment equipment maintenance shall be performed by the respondent in accordance with the manufacturer's recommendations or best industry practices and the respondent will be required to provide reasonable proof thereof. All treatment equipment, chemicals, and spare parts provided by the Town on and after the contract date, including any permanent equipment, chemical, or spare parts ordered by the company or the Town for the Facilities, shall be deemed to be owned by the Town and shall remain part of the Facility upon termination or expiration of the agreement. All such equipment, including rolling stock, shall be in good operating condition. All property and equipment, including rolling stock, spare parts, and chemicals, designated for disposal or replacement shall be replaced or disposed of as defined in the agreement.

Description of Procurement Process

This RFP will provide the basis for selecting the respondent with whom the Town expects to

enter into an agreement. The Town reserves the right to reject any and all pricing proposals. The Town will evaluate all responsive pricing proposals containing the information requested and prepared in the format required by this RFP.

## Procurement Process and Schedule

A summary of the procurement schedule of the major activities associated with this solicitation process is presented below. This schedule is based on the Town's intent toenter into an agreement with the selected respondent by April 21, 2022.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Questions/Clarifications Request deadline | April 4, 2022 |
| Submit RFPs to Town Hall | April 21, 2022 |
| Interviews | first week of May 2022 |
| Town Board Action | third week of May 2022 |
| Award contract | May 26, 2022 |
| Contractor begins operations | June 1, 2022 |

## Town Rights and Options

The Town, at its sole discretion, reserves the following rights:

* + - To supplement, add to, delete from, and change this document
		- To change or alter the schedule for any events associated with this procurement upon notice
		- To determine which respondent, if any, should be selected for negotiations
		- To reject any or all pricing proposals or information received pursuant to this RFP
		- To supplement, amend, substitute, or otherwise modify this RFP at any time
		- To conduct clarification discussions, at any time, with one or more proposers
		- To receive questions concerning the RFP from proposers and to provide such questions, and the Town's responses, if any, to all proposers
		- To cancel this RFP with or without the substitution of another RFP or procurement process
		- To request additional data or information after the submittal date, if such data or information is considered pertinent, in the Town's sole view, to aid the review and selection process
		- To conduct investigations with respect to the qualifications and experience of each Respondent
		- To visit and examine any of the Facilities referred to by the proposer in its proposal and to observe and investigate the operations of such Facilities
		- To take any action affecting the RFP or the services or Facilities subject to this RFP that would be in the best interests of the Town
		- To require one or more respondents to supplement, clarify or provide additional information for the Town to evaluate the proposals submitted
		- To waive any defect or technicality in any RFP received
		- To reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals, or to re-advertise
		- All pricing proposals become the property of the Town and will not be returned
		- Neither the Town, its staff, its representatives, nor any of its consultants or agents will be liable for any claims for damages resulting from the solicitation, collection, review, or evaluation of responses to the RFP.

## Expense of Submittal Preparation

The Town accepts no liability for the costs and expenses incurred by the Respondents in responding to the RFP, preparing responses for clarification, attending interviews,participating in contract development sessions, or meeting and presentations required for the contract approval process. Each Respondent that enters the procurement process shall prepare the required materials and submittals at its own expense and with the expressunderstanding that they cannot make any claims whatsoever for reimbursement from the Town for the costs and expenses associated with the procurement process.

## Information Disclosure to Third Parties

The public disclosure of the contents of each pricing proposal submitted in response to this RFP is generally governed by Colorado state statutes. By responding to this RFP, respondents waive any challenge to the Town's decisions in this regard.

If any submittal contains confidential technical, financial, or other types of information, the respondent must clearly label the specific portions sought to be kept confidential and specify the exemption that the respondent is relying upon. Marking all or substantially all a response as confidential may result in the response being considered non-responsive by the Town.

Notwithstanding the foregoing, respondents recognize and agree that the Town will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure of information or materials to third parties.

## Questions/Clarification Request

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any respondent. Respondents must request such interpretation or clarification in writing from the Town. If any respondent has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document, or otherwise requires clarification, such matters should be submitted in writing no later than 4:00 p.m. Mountain Time on April 4, 2022, to:

Corinne Ferguson, Town Administrator – corinne@townofpaonia.com 970-527-4101

Only e-mailed contacts will be acknowledged. All such interpretations and supplemental instructions will be made in the form of written addenda which will be sent to all recipients of the RFP and shall become part of this RFP. Copies of all questions and answers, and any

addenda to supplement the RFP, will be sent by email or U.S. Mail to each respondent no later than three days prior to the pricing proposal due date. Only formalwritten responses to properly submitted questions will be binding. Contact with Town officials is not allowed and will be considered as grounds for disqualification from the selection process.

## Equal Opportunity Requirements

The selected respondent, in the performance of all services, will not discriminate on grounds of race, color, religious creed, national origin, age, sex or handicap in employment practices in the selection or retention of subcontractors, or in the procurementof materials and rentals of equipment.

## Evaluation Criteria

The Town Staff and Board will make its decision based on information gathered during the procurement process and evaluation criteria outlined in this section.

1. Technical competence
2. Qualifications of personnel
3. Experience of Firm
4. Experience working with similar facilities
5. Overall abilities of Firm to provide backup and additional services
6. Impression of the proposal including organization, clarity, conciseness, and thoroughness.
7. Price/Value of proposed services.

## Professional Services Agreement

The selected respondent will be expected to enter into an agreement with the Town.

Included in this package is a sample of the standard “Professional Services Agreement” used by the Town. Prospective respondents are requested to review this document and comment on any areas of objection in their proposals.

## Submittal Requirements

Respondents are requested to submit

* + - three (3) hard copies and one (1) electronic copy of their proposal in response to this RFP; and
		- one (1) pricing proposal contained in a separate sealed envelope no later than 10:00 a.m. Mountain Time on April 21, 2022, to:

Office of the Town Clerk Paonia Town Hall Attention: Corinne Ferguson 214 Grand Avenue

PO Box 460

Paonia, CO 81428

Email: corinne@townofpaonia.com

The package shall be sealed and clearly marked "SEALED PROPOSAL-OPERATION, MAINTENANCE AND MANAGEMENT OF WATER AND WASTEWATER TREATMENT FACILITIES."

## Proposal Content and Organization

The proposals must provide the following information and be organized into sections that include at least the following:

* + - Cover Letter
		- Company Experience
		- Current and Previous Operations & Maintenance Contracts
		- Plan for staffing
		- References
		- Pricing Proposal (contained in a separate sealed envelope)

Narrative pages are to be 8 ½ x 11 inches and all materials shall be bound into one volume. The use of three-ring binders is discouraged. A clear and concise presentation of information isencouraged. Respondents are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the respondent to organize the information required by this RFP as outlined may result in the Town, at its sole discretion, disqualifying the respondent from further consideration.

## Cover Letter

The proposal must include a letter of transmittal attesting to its accuracy. The cover letter should provide a background of your company, including size, date established, officelocation and the resume of the Operator in Responsible Charge (ORC) proposed for this contract. The letter shall be signed by an official that has the authority to contract with the Town.

## Company Experience

Information on the company’s experience as it relates to the operation and maintenance of the following areas:

* + - 1. Water Treatment Facilities, including plant capacity, treatment processes used and laboratory functions.
			2. Wastewater Treatment Facilities, including plant capacity, treatment processes used and laboratory functions.
			3. SCADA and associated telemetry systems

## Current and Previous Operations & Maintenance Contracts

Include a list of municipalities or Towns that the firm currently or has previously provided services for, if any, with the date of representation for each. Include a brief summary of the firm’s duties and responsibilities for each municipality or Town listed.

## Plan for Staffing.

Provide a brief summary of how the firm would plan to provide staff resources to the Town and include resumes of the additional employees who would be assigned to the Town to assist the ORC. Staffing shall be required to provide additional support including weekends and occasional evening and overnight coverage.

Operator in Responsible Charge, ORC - Must have at a minimum of a ‘B-2’ level water operator certification and a ‘C’ level wastewater certification and as required by the Colorado Department of Public Health & Environment (CDPHE). The proposal shall exhibit a minimum of 5 years of management and supervisory experience of each individual being proposed.

Operators- Must have at a minimum of ‘C’ level water operator certification and a ‘D’ level wastewater certification. Town will allow one (1) year for obtaining at least one ‘C’ certification and one extension if requested, with approval of the Town.

## Pricing Proposal

* + - 1. Provide a proposed rate schedule for monthly services provided as described inSample Professional Services Agreement, Exhibit A, and itemized on Exhibit B – Rate Schedule.
			2. A sample invoice
			3. Summary of the company’s billing practices
			4. Billing rates for any support personnel
			5. Billing rates for additional services and equipment (jet trucks, TV inspections of buried utilities, grease trap inspections, laboratory testing and deliveries, material markup (not to exceed 10%), etc.)

## References

The Town is requesting all respondents provide five (5) references, at least three (3) of which shall be in the state of Colorado. The Town intends to contact references for the purpose of the selection process.

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# SAMPLE AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this day of , 2022 (the "Effective Date"), by and between the Town of Paonia, a Colorado municipality of the State of Colorado (the “Town”) with an address of 214 Grand Avenue, Paonia, Colorado 81428

(the "Town"), and

("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

NOW THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

# SCOPE OF SERVICES

* 1. Contractor shall furnish all labor and materials (with the exception of materials as specified in the Scope of Services) required for the complete and promptexecution and performance of all duties, obligations, and responsibilities which are describedor reasonably implied from the Scope of Services set forth in Exhibits A a n d B , attached hereto and incorporated herein by this reference.
	2. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

# TERM, TERMINATION AND RENEWAL

* 1. Initial Term. This Agreement shall commence on ,2022 and shall terminate on December 31, 2022 (the "Initial Term"). Contractor shall commence work as set forth in the Scope of Services, and except as may be changed in writing by the Town, the Scope of Services shall be complete, and Contractor shall furnish the Town the specified deliverables as provided in the Scope of Services.
	2. Adjusted Bid Schedule. On or before September 1 of each year that this Agreement is in effect, Contractor shall deliver to the Town a copy of the price breakdown set forth in the Bid Schedule adjusted as follows (the "Adjusted Bid Schedule"):
1. The prices set forth in the Bid Schedule for the initial year of this Agreement shall constitute the Base Prices.
2. The Base Prices may be adjusted in an amount not to exceed the percentage change (up or down) of the Consumer Price Index for All Urban Consumers (CPI-U) in the Denver-Aurora-Lakewood area from the most recent non-seasonally adjusted data available for aforementioned index on the Effective Date to the most recent non- seasonally adjusted data available for the index on July 1 of the year in which the Adjusted Bid Schedule is delivered to the Town.

***By way of example only:*** *If the most recent data available for the CPI-U for the Denver-Aurora-Lakewood area shows an index of 213.9 for June 30th of the previous year and if the most recent data available for June 30th of the current year shows an index of 221.5, the increase is 3.6 percent. As such, the amounts on the Adjusted Bid Schedule may be increased by no more than 3.6 percent.*

* 1. Renewal Option. The Town shall have the option to renew this Agreement for an additional 1-year term by providing written notice of renewal to Contractor no later than 60 days after Contractor provides the Town with the Adjusted Bid Schedule each year,for up to 3 additional 1-year terms.
	2. Termination. The Town may terminate this Agreement by providing Contractor with 60 days advance written notice. In such case, the Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity

# COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporatedherein by this reference.

# RESPONSIBILITY

* 1. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licensesin good standing, required by law.
	2. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
	3. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
	4. Contractor shall promptly remove any employee who is not performing in a professional manner, as may be determined in the Town's reasonable discretion.

# OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor herebytransfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce,distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

# INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

# INSURANCE

* 1. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:
		1. Worker's compensation insurance as required by law; and
		2. Commercial general liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate naming the Town and the Town's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the Town at the Town's sole discretion. The policy shall be applicable to all premises and operations, andshall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
	2. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.
	3. Contractor shall provide to the Town a certificate of insurance as evidence that required policies are in full force and effect.

# BOOKS AND RECORDS

Contractor's books and records in connection with this Agreement shall be kept in accordance with nationally recognized and accepted accounting principles and practices, and will be made available for the Town's inspection at all reasonable times at the places where the books and records are normally kept. Contractor shall retain such books and records for 3 years after termination of this Agreement.

# INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against allclaims, liability, damages, losses, expenses and demands, including attorney fees, on accountof injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

# ILLEGAL ALIENS

* 1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.
	2. Prohibited Acts. Contractor shall not:
		1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
		2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
	3. Verification.
		1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
		2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
		3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall:
			1. Notify the subcontractor and the Town within three 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and
			2. Terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.
	4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.
	5. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

# MISCELLANEOUS

* 1. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.
	2. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.
	3. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the Town, superseding all prior oral or written communications.
	4. Third Parties. There are no intended third-party beneficiaries to this Agreement.
	5. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.
	6. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
	7. Modification. This Agreement may only be modified upon written agreement of the Parties.
	8. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.
	9. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.
	10. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or theperiod in which such remedies may be asserted, for work negligently or defectively performed.
	11. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

# TOWN OF PAONIA

ATTEST:

Corinne Ferguson, Town Administrator/Clerk

Mary Bachran, Mayor

# CONTRACTOR

By:

STATE OF COLORADO )

) ss.

COUNTY OF )

The foregoing instrument was subscribed, sworn to and acknowledged before me this

 day of , 2022, by as

 of .

My commission expires: (S E A L)

Notary Public

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# NO EMPLOYEE AFFIDAVIT

### *[To be completed only if Contractor has no employees]*

1. Check and complete one:

I, , am a sole proprietor doing business as

 . I do not currently employ any individuals. Should Iemploy any employees during the term of my Agreement with the Paonia Metropolitan Town No. 1 (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, , am the sole owner/member/shareholder of

 , a [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlinedin that Agreement.

1. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

* + A valid Colorado driver's license or a Colorado identification card;
	+ A United States military card or a military dependent's identification card;
	+ A United States Coast Guard Merchant Mariner card;
	+ A Native American tribal document;
	+ In the case of a resident of another state, the driver’s license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or
	+ Any other documents or combination of documents listed in the Town’s “Acceptable Documents for Lawful Presence Verification” chart that prove both Contractor’s citizenship/lawful presence and identity.

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic AlienVerification of Entitlement ("SAVE”) program, and provide such verification to the Town.

Signature Date

# DEPARTMENT PROGRAM AFFIDAVIT

### *[To be completed only if Contractor participates in the* Department of Labor Lawful Presence Verification Program]

I, , as a public contractor under contract with the Town of PAonia (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C.

§ 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

1. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature Date

STATE OF COLORADO )

) ss.

COUNTY OF )

The foregoing instrument was subscribed, sworn to and acknowledged before me this

 day of , 2022, by as of

 .

My commission expires: (S E A L)

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# EXHIBIT A SCOPE OF SERVICES

## Water/Wastewater Treatment Operations and Maintenance

Contractor shall perform all the following listed tasks:

## Scope

This exhibit shall cover:

* 1. Continuous O&M (operation & maintenance) of the Town’s water facilities including the 1MG (million gallon) and 2MG storage tanks.
	2. Continuous O&M of the Town’s wastewater treatment facility.

## General

* 1. The Contractor shall operate the facilities so as to comply with all applicable laws and regulations promulgated by the State of Colorado, including its agencies. The operator in charge shall be a licensed water/wastewater operator in Colorado, Class B/D as certified by the Colorado Department of Public Health & Environment (CDPHE).
	2. The Contractor shall work under the direction of, and report to the Town Administrator or as otherwise designated by the Board of Trustees.
	3. The Contractor shall follow the instructions and/or recommendations for O&M as contained in the plant O&M manuals, and in the manuals furnished by the equipment suppliers. If the operator disagrees with any provisions of these documents, he shall document such disagreements to the Town Administrator. The operator shall minimize electrical and gas energy usage, and other utilities or commodities.
	4. The Contractor shall perform the specific tasks itemized below. It is intended that O&M services and Standard Operating Procedures (SOPs) be provided by trained and experienced operators having a high level of competence; and that complete O&M services for the subject facilities are intended whether ornot normally required.
	5. The Contractor shall be responsible for all reports and permits required by CDPHE and the EPA to maintain compliance with all state and federal regulations for water, water distribution, water storage, wastewater treatment,

biosolids handling and sewage collection, plant stormwater and reclaimed water regulations.

* 1. The contractor shall be available to assist in the planning, designing and budgeting of facilities and infrastructure through staff and consultant meetings and occasionally Town Board meetings.
	2. A facilities annual report will be due to the Town on March 1 of the year following the report year.

## Specific Tasks - Water Treatment

* 1. **Laboratory**. Collect and deliver to a certified laboratory samples for periodic chemicals and microbiological analyses as required.
	2. **Operations**. Determine proper flow rates and optimum chemical feed rates. Calibrate, fill and adjust all chemical feeders, mixers, pumps, etc. involved with the treatment process.

Maintain a suitable inventory of process chemicals, and order and receive chemicals.

Control recycle flows and waste solid flows so as not to upset plant or downstream sewers.

* 1. **Shop**. Maintain shop with necessary tools for minor maintenance and repairs of plant and pump station equipment.
	2. **Maintenance**. Prepare an inventory of lubricants and common replacement parts that could be critical to maintaining operations. On approval of the Administrator, maintain a suitable stock of such parts with an on-hand inventory.

Carry out all lubrication and preventative maintenance checks. Notify Administrator of any problems requiring capital expenditures or outside services. Coordinate and assist outside service work.

* 1. **Cleanliness.** The Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner. TheContractor shall collect and remove all trash from inside plant facilities. The Town shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries. The Town shall also provide and arrange for trash hauling and dumpster service to the plant facility.
	2. **Availability**. Certified Operator to be available at all times, with a one and a half (1.5) hour maximum response time to any emergency at the plant or a related operations site. Maintenance person to be available at all times with a one (1)hour maximum response time to any emergency at the plant or a related operations site. Have relief operators available to maintain daily operations and

maintenance checks.

* 1. **Repairs**. Repair and/or replace minor item problems that an operator typically would do. For more complex repairs, consult with the Town Administrator and arrange for outside contract work. Monitor, coordinate and oversee contract O&M-type work. (NOTE: This will not apply to major replacements or improvements that would typically be capitalized unless otherwise requested by the Town). All work and equipment installed by the Contractor shall have a one (1) year warranty onparts, labor, and installation.
	2. **Reporting/Records**. The contractor shall furnish all test results and reports required to CDPHE. In addition, the contractor shall prepare a monthly report and submit this to the Town Administrator by the end of the following month. The monthly report shall, at a minimum, include the following:
		1. Records of production for the month, including maximum day quantity pumped.
		2. Data or graphs indicating storage tank levels.
		3. Water quality data, e.g. average and peak turbidity, coliform test results, chlorine residuals, etc.
		4. Summary of repair and maintenance activities.
		5. Itemization of problems experienced.
		6. Cost data or information requested by the Town Administrator.

A detailed daily log shall be maintained at the plant site and shall be available forreview at all times. An annual report for the year will be provided to the Town by March 1 of the following reporting year.

* 1. **Lead & Copper Rule**. The contractor shall be responsible for implementing and executing all aspects of the Lead & Copper program as required by CDPHE. This will include locating and maintaining sampling points in conjunction with CDPHE and collecting all samples and furnishing test results, letters and reports required to CDPHE and the Town. The contractor will also be responsible for notifications to residents of sampling practices.

## Specific Tasks - Wastewater Treatment

* 1. **Laboratory**. Tests to be run at lab include: D.O., BOD, & TSS (influent & effluent); MLVSS (sludges) chlorine residual; turbidity calibration (monitor turbidity continuously with provided equipment) and pH. Calculateand plot F:M ratios daily. Collect and deliver to a certified laboratory MPN samples and samples forperiodic chemical analyses as required.
	2. **Operations**. Determine proper flow rates and optimum chemical feed rates.

Calibrate, fill and adjust all chemical feeders, mixers, pumps, etc. involved with the treatment processes. Maintain optimum D.O. levels in all basins.

Maintain a suitable inventory of process chemicals, and order and receive chemicals.

Control dissolved oxygen, recycle flows and waste solids flows so as to attain process efficiency and not upset the plant.

Keep bar screenings and collected grit confined and manage disposal of same. Minimize odor in pretreatment area.

* 1. **Shop**. Maintain shop with necessary tools for the maintenance and repairs of plant and pump station equipment.
	2. **Maintenance**. Prepare an inventory of lubricants and common replacement wear parts that could be critical to maintaining operations. On approval by the Administrator, maintain a suitable stock of such parts with an on-hand status inventory.

Carry out all lubrication and preventative maintenance checks. Notify

Administrator of any problems requiring capital expenditures or outside services. Coordinate and assist outside service work.

* 1. **Cleanliness.** The Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner. TheContractor shall collectand remove all trash from inside plant facilities. The Town shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries. The Town shall also provide and arrange for trash hauling and dumpster service to the plant facility.
	2. **Availability**. Certified Operator to be available at all times, with a one and a half (1.5)hour maximum response time to any emergency at the plant or a related operations site. Maintenance person to be available at all times, with a one

(1) hour maximum response time to any emergency at the plant or a related operations site. Have relief operators available to maintain daily operations and maintenance checks.

* 1. **Repairs**. Repair and/or replace minor item problems that an operator typically would do. For more complex repairs, consult with the Town Administrator and arrange for outside contract work. This will not apply to major replacements or improvements that would typically be capitalized. Monitor, coordinate and oversee contract O&M-type work. (NOTE: This will not apply to major replacements or improvements that would typically be capitalized unless otherwise requested by the Town). Allwork and equipment installed by the Contractor shall have a one (1) year warranty on parts, labor and installation.
	2. **Reporting/Records**. The operator shall furnish test results and DMR’s

required to CDPHE. The operator shall prepare a monthly report and submit this to the Administrator by the end of the following month. The monthly report shall, at a minimum, include the following:

* + 1. Records of loads (flow and BOD) for the month with maximum daily values.
		2. Curves or data showing F:M ratios, loadings, and other data indicated in the O&M manual.
		3. Summary of repair and maintenance activities.
		4. Itemization of problems experienced.
		5. Cost data or other information requested by Town Administrator.

A detailed daily log shall be maintained at plant site and shall be available for review at all times.

An annual report for the year will be provided to the Town by March 1.

# EXHIBIT B RATE SCHEDULE

The undersigned offers and agrees to furnish all items, upon which the prices are quoted, at the price set opposite each item. The undersigned certifies that no federal, state, or local tax is included in the quoted prices and that none will be added.

Name of Contractor:

Address:

Telephone Number:

# BASE RATE SUMMARY

1. Water Treatment Operations & Maintenance $ Per Month
2. Wastewater Treatment Operations & Maintenance $ Per Month

# ADDITIONAL SERVICES RATE SUMMARY

Consulting $

Management Services $

Lead Operator $ Assistant Lead Operator $ Facility Operator $

Administrative Staff $

/ Hour

/ Hour

/ Hour

/ Hour

/ Hour

/ Hour

Mileage Charge Prevailing IRS Rate

Line Jetting $ / foot or $ / hour + Mileage Case by Case Root Cutting $ / foot or $ / hour + Mileage Case by Case Televising $ / foot or $ / hour + Mileage Case by Case

Locates $ – on site $ / phone call

Grease Traps $ / visit

Evaluations $

Inspections $ / hour

Lab Delivery $ / hour + mileage

Material Mark-up %