

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 13 day of January 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **ALBERTS WATER AND WASTEWATER SPECIALISTS, INC.**, located at 737 South Lemay Avenue, Suite B4-411, Fort Collins, Colorado 80524, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached scope of services attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. **Emergency Services:** In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.

3. TERM:

- 3.1. **Term of Agreement:** The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. **Extension Options:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **thirty-six thousand dollars and no cents (\$36,000.00)**.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.

6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

- 8.3. **Workers' Compensation Insurance:** Per Colorado Statutes Not Applicable.
- 8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
- 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. **Licensed Insurers:** All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 8.7. **Endorsement:** Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 8.8. **Proof of Insurance:** At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1 Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages

10. WARRANTY:

10.01 The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

11. TERMINATION:

11.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

11.2. For Convenience: Either party may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

12. MUTUAL UNDERSTANDINGS:

12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.

12.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, that to the current knowledge and belief of the Contractor that no violation of such provisions are present. Contractor warrants that it

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Contractor:

Company: Alberts Water and Wastewater Specialists, Inc.
Contact: Hope Dibble, CWP, Compliance Manager/Chief Liaison
Address: 737 South Lemay Avenue, B4-411
City, State, Zip: Fort Collins, Colorado 80524
Office Number: 970.494.1610 x2
E-mail: hope@awws.org

- 12.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 12.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 12.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

13. CHANGE ORDERS:

- 13.1. Change Orders: The County from time to time, may require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

- 14. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 14.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 14.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 14.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Alberts Water & Wastewater
Company Name Specialists, Inc.

January 6, 2017
Date

Linda Dibble
Signature

Linda Dibble
Name (Print or Type)

President
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: [Signature]
County Manager

Date: 1/13/16

**CONTRACTOR
ALBERTS WATER & WASTEWATER SPECIALISTS, INC.**

By: SEAN D. DIBBLE
Name (Print or Type)

Date: 1-6-17

[Signature]
Authorized Signature

Title: V.P.

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney's Signature

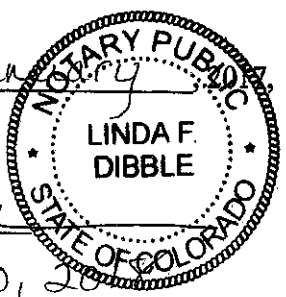
NOTARIZATION:

COUNTY OF Larimer)
STATE OF Colorado)SS.

Signed and sworn to before me this 6 day of January
by Sean D. Dibble

Notary Public Linda F. Dibble

My commission expires on: March 10, 2018



ATTACHMENT A

(All attachments following this page of the Agreement)

Attachment:

1. Bid, dated November 4, 2016

2016

FRONT RANGE AIRPORT

INVITATION TO BID: 2016-.358

ATTACHMENT B: CONTRACTOR'S STATEMENT OF
QUALIFICATIONS -

[RESPECTFULLY PREPARED AND SUBMITTED BY –

ALBERTS WATER & WASTEWATER SPECIALISTS, INC.]



Adams County Government Center
Purchasing Division of Finance
4430 South Adams County Pkwy, First Floor
Brighton, Colorado 80601

November 4, 2016

Re: Front Range Airport - RFP Contract Wastewater Operations / Water Distribution System
IFB-HE-2016.358

Attn: Purchasing Agent

Dear Sir or Madam,

Please accept our submittal, in response to the Adams County Invitation for Bid #2016.358, for consideration of the operational contract for the Front Range Airport wastewater treatment system, and water distribution system.

Allow me to introduce Alberts Water & Wastewater Specialists, Inc. - We are an environmental compliance firm which offers not only highly skilled, state certified, operators, but also seasoned liaisons, and a great team of administrative support staff.

Our panel of professionals has been in this industry for a combined total of more than 60 years! It is our dedication to understanding environmental health & safety issues, and the relationships that must be encouraged and maintained between our clients, and the governing entities, that has honed our abilities as a company, allowing us to offer truly comprehensive services.

Over the years our client list has grown in both length and diversity, with clientele ranging from various types of seasonal retreats and camps, to schools, small rural communities, larger municipal systems, and industrial treatment systems.

This familiarity, through our long-term contract services with our clients, and the experience with various types of treatment systems, helps us to ensure efficient operations, and knowledgeable consultative/ administrative support, which in turn allows us to provide truly comprehensive services.

If you have any questions, or concerns, please do not hesitate to contact me.

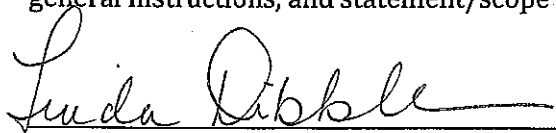
Sincerely,

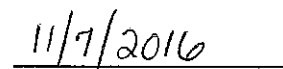
Linda Dibble

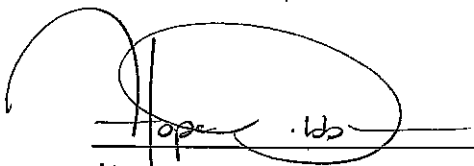
Owner / President

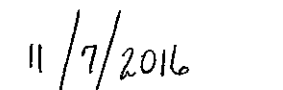
Alberts Water & Wastewater Specialists, Inc.
Main Office - 425 John Deere Dr., Fort Collins, Co. 80524
Mailing - 737 S. Lemay Ave. B4-411, Fort Collins, Co. 80524
(970) 494-1610 ext. 4 / (970) 494-1611 fax
linda@awws.org / www.awws.org

By signing below, we certify that the attached response packet offers services in compliance with the general instructions, and statement/scope of work items specified in Invitation to Bid - 2016.358.


Signature Title


Date


Attest Title


Date

BID
PRICE SCHEDULE

Bidder shall furnish all facilities, labor, materials, equipment, and perform all work as specified in the Specifications.



BID PRICE SCHEDULE

FRONT RANGE AIRPORT Wastewater Treatment Facility / Water Distribution System

Regular Monthly Contract Fee:

\$3,000.00/mo.

Compensation provides for: Two (2) site visits to the Wastewater treatment facility, per week, and one (1) weekly visit to water distribution system, and includes all costs and expenses incurred by AWWS in the performance of regularly scheduled Services, except for expenses specifically identified as Reimbursable Expenses, Additional Services, or Additional Provisions- by this Agreement. Compensation for all Services during the Original Term shall be billed on a monthly basis, and shall extend for a period of one (1) year, during the initial term of this contract.

Routine Services shall include the following activities:

- Operator of Responsible Charge coverage for –
 - Wastewater Treatment Facility
 - Water Distribution System
- Two (2) site visits per week to each of the following facilities –
 - Wastewater Treatment Facility
- One (1) site visit per week to each of the following facilities –
 - Water Distribution System
- Comprehensive facility oversight, including the following facilities –
 - Wastewater Treatment Facility
 - Water Distribution System

In the event of the termination of this Agreement prior to the end of a calendar month Client agrees to provide at least thirty (30) days written notice to AWWS.

Any increases or modifications of compensation shall be subject to the discretionary approval of and shall be made by only written amendment of this Agreement executed by both parties.

Prices listed on this rate sheet are for basic work to be performed during regular business hours (7:00 – 5:00p.m.). Any Emergency call-outs, or After-hours work, shall be at the rate of 1.5 times the regular rate.

Please note – Any specialized equipment required in the event of an emergency will be charged according to the equipment vendor's rental rate, plus 20%. A 20% mark-up is also applicable on materials, replacement parts and supplies.

All work performed outside the regular operations contract will be billed on a time and materials basis which is charged at the hourly rate, plus mileage. Prices listed on this rate sheet are for basic work to be performed during regular business hours (7:00 – 5:00p.m.). Any Emergency call-outs, or After-hours work, shall be at the rate of 1.5 times the regular rate.



TECHNICAL QUALIFICATIONS

CORPORATE PROFILE –

Full Corporation Name: Alberts Water & Wastewater Specialists, Incorporated

Tax I.D. – 45-4351582

Main Office: 737 S. Lemay Ave, Fort Collins, Colorado 80524 (mailing)
425 John Deere Dr., Fort Collins, Colorado 80524 (physical)
(970) 494-1610 Office / (970) 494-1611 fax

Principal Contact: Linda Dibble – Owner / President - (970) 494-1610 ext. 4

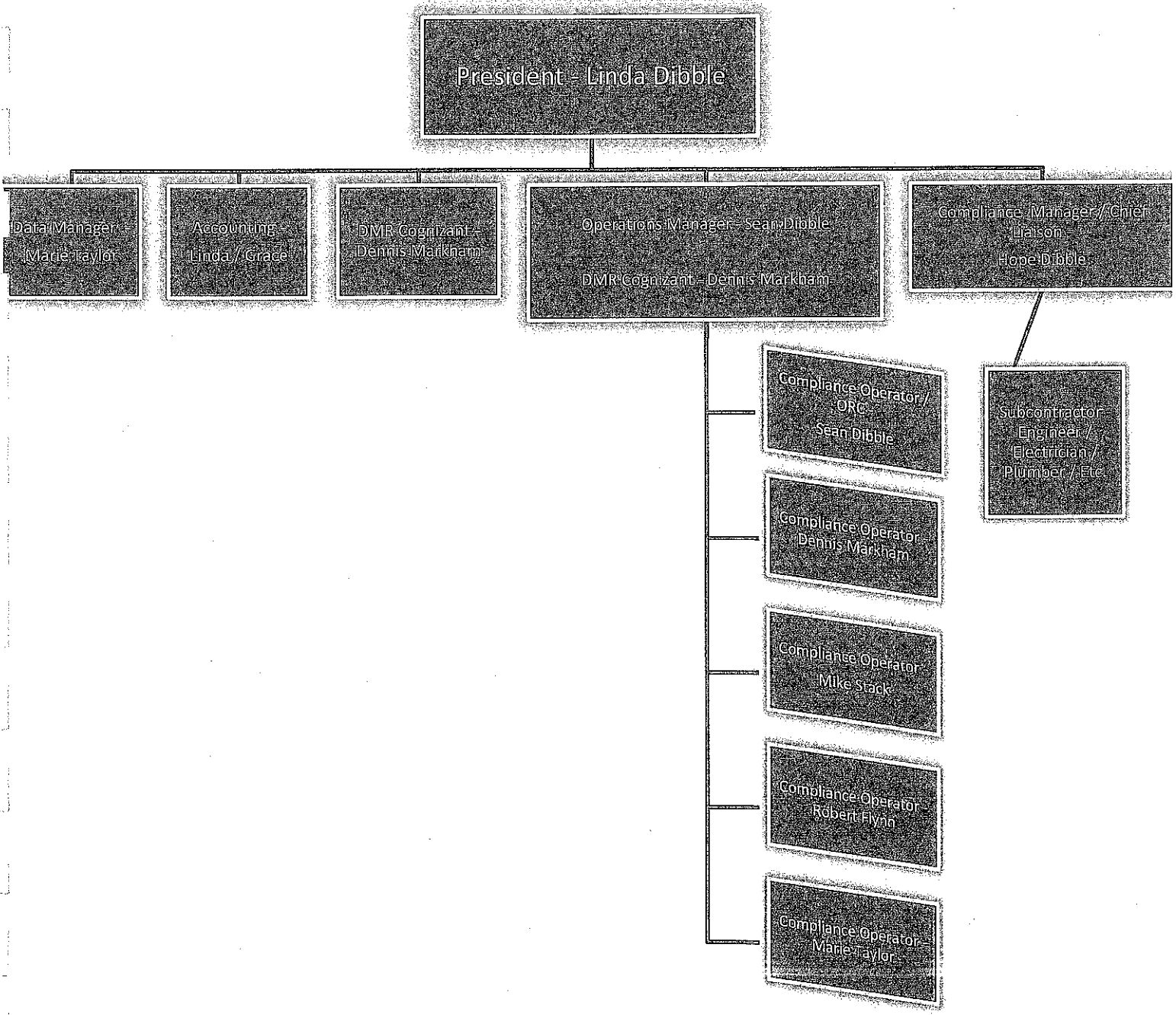
Use of Subcontractors –

Alberts Water & Wastewater Specialists, Inc. does utilize sub-contractors for a number of services, including; engineering, plumbing, and electrical work. Use of sub-contractors is done on a project based basis, and is billed through Alberts Water & Wastewater Specialists, Inc., with a flat 20% mark-up to cover for our administrative time in coordinating these efforts. Any work performed by sub-contractors shall be billed in addition to regular monthly contract fees.

Personal / Professional Conflict -

Alberts Water & wastewater Specialists, Inc. holds that, to our best knowledge, no one currently employed with this firm, has any personal, or professional, connection to any employee, or board member, associated with Adams County, or Front Range Airport.

ORGANIZATIONAL HIERARCHY CHART





COMPANY PROFILE

Alberts Water & Wastewater Specialists, Inc. is an environmental compliance firm which offers not only highly skilled, state certified, water & wastewater operators, but also seasoned treatment installers, and dedicated intergovernmental liaisons.

At Alberts Water & Wastewater Specialists, Inc., we have a vision of being an integral part of each community, and close partner to each individual client that we serve, and our panel of professionals has been in this industry for a combined total of more than 60 years!

We have been blessed by the fact that our list of clients has grown to be as long as our years of experience, with clientele ranging in size & complexity; from various types of seasonal retreats and camps, to small rural communities, and larger municipal systems.

Our priority with each client, lies in the development of a visceral understanding the unique issues that pertain to their treatment system. Whether working with a new treatment facility, providing start-up support, followed by regular operations, or a long-established system which may be in need of facility assessment, troubleshooting consultation, and treatment system redesign or replacement, we have the versatility to address any issue, and find the appropriate resolution.

It is our dedication to understanding environmental health & safety issues, keeping a keen eye on the ever-changing environmental regulations, and by maintaining the critical alliance between ourselves and the various regulators, and the formulation of authentic camaraderie with our clients, that has honed our abilities as a company, allowing us to offer truly comprehensive services.

In short, we are proud of what we do!



PERSONNEL QUALIFICATIONS

Linda F. Dibble – Owner

Bio –

Linda brings to the team over twenty years of business management. Her background includes a history in construction, accounting, and business management.

Linda has been the primary manager for several businesses since 1995. Her organizational skills and attention to detail have enabled her to succinctly orchestrate AWWS' business infrastructure.

Sean Dibble – Operations Manager / Certified Water / Wastewater Operator

Bio –

Sean brings to the table a diverse background including global experience in water source management and infrastructure installations, including his service in the U.S. Navy, followed by his role as the Project Supervisor with a construction firm in southern Colorado, and currently as Operations Manager, with AWWS. His attention to detail, and natural leadership skills, have earned him respect among our clients, associates, and fellow operators, alike.

Colorado Certifications: # 13738

- o Class B - Wastewater Operator
- o Class B - Waterworks Operator
- o Class C - Industrial Operator
- o Level 2 - Wastewater Collection Systems Technician
- o Level 2 - Water Distribution Systems Technician

Wyoming Certifications: #12103

- o Level 1 – Water Operator
- o Level 2 – Wastewater Operator

Nebraska Certifications: #3064

- o Level 2 – Industrial Wastewater

Other Certifications:

- o OSHA 40 HAZWOPER - certified
- o OSHA 8 HAZWOPER SUPERVISOR – certified



Dennis E. Markham – DMR Cognizant / Certified Operator

Bio –

Dennis is currently our DMR cognizant, in addition to his duties as the lead operator at the Wastewater Treatment Facility for the Town of Windsor, CO.

Current Colorado Certifications: # 3964

- o Class A - Wastewater Operator
- o Class C - Waterworks Operator
- o Class C – Industrial Wastewater Operator
- o Wastewater Collection Systems Class IV Technician

As part of his extended duties as Operations Manager, Dennis has been preparing the data for the monthly discharge monitoring reports for each of our wastewater clients for the last 8 years. In performance of each of these duties, Dennis has utilized his knowledge as a seasoned operator, with extensive experience performing process control sampling and in-house lab analysis including BOD, TSS, ammonia, Fecal and Total coliform to enhance his ability to trouble-shoot any issues that arise with our client's treatment systems.

Michael (Mike) Stack – Certified Water / Wastewater Operator

Bio –

Michael is new to AWWS, but is a well versed water & wastewater operator. His range of skills has made our team not only more diverse, but also provided a direct benefit to our clients as well.

Operator ID#13493

Current Colorado Certifications -

- Class C - Water Operator
- Class C - Wastewater Operator
- Level 2 – Collection Systems Technician
- Level 2 – Distribution Systems Technician



Robert (Bob) Flynn – Certified Wastewater Operator

Bio –

Bob brings a back-ground strong in wastewater operations, and his 15 tenure with Box Elder Water & Sanitation District, before coming on staff with AWWS, speaks volumes about his dedication.

Operator ID# 2007

Current Colorado Certifications -

- Class A - Wastewater Operator
- Level 4 – Collection Systems Technician
- Small Water Systems Operator

Marie Taylor – Data Manager / Certified Water Operator

Bio –

Marie has been working in the data management field since the early nineties. She has also been a certified operator, for the last three years. Though Marie has just joined our ranks last fall, she has already proven to be an invaluable part of our team for her willingness to jump in and work both in the office and in the field.

Operator ID#24183

Current Colorado Certifications:

- Small Water Systems Operator
- Small Wastewater Systems Operator

Hope Dibble – Compliance Project Manager / Chief Liaison / Public Relations

Bio –

Hope has been on the AWWS team since the spring of 2005. As Compliance manager, Hope works very hard to stay abreast of changes to county, state, and federal environmental compliance regulations. As our chief liaison, she is in charge of managing formal correspondence with the regulatory agencies, and as primary management liaison for any/all contract issues, on behalf of each of our clients. Additionally, as AWWS grows, it is increasingly important that we maintain a focused connection with each of our clients, and as Public Relations Manager, Hope has established that through her visceral understanding of the challenges ahead, she is well attuned to this additional duty.



OPERATIONAL APPROACH –

Alberts Water & Wastewater Specialists, Inc. has been in business for over a dozen years, and has held a good track record with our clients, and the regulators at the federal, state, and county levels. Part of the reason that we have a good rapport is because exercise the language in our Mission Statement. We also maintain a staff of State of Colorado Certified Treatment System Operators, who are dedicated to exercising their trade with efficiency and integrity.

The following, is a list of the operational procedures that are included in our contract services:

General System Management -

- (1) The management and administration of the FACILITIES;
- (2) The charge, commission, and duty to comply with applicable regulations and requirements for property operation of the FACILITIES;
- (3) The accountability for the proper operation and maintenance of the FACILITIES; provided, however, that if and to the extent the FACILITIES are not capable of being operated and maintained in compliance with all applicable laws, statutes, ordinances, regulations, directives, and permits for reasons beyond the control of the ORC, AWWS shall have no liability to or any other party for such non-compliance, and such non-compliance shall not be deemed a breach of this AGREEMENT;
- (4) The control, supervision over, and active participation in the daily planning, operation or maintenance of the FACILITIES;
- (5) The authority and power to make day-to-day decisions regarding the operation and maintenance of the FACILITIES;
- (6) The availability to perform other functions of direct responsibility, such as those enumerated in 5 C.C.R. 1003-2 & 100.16.2;

- (7) The performance of all necessary preventive maintenance as specified in the preventive maintenance manuals presented and approved by Client.
- (8) The performance by the ORC of any action deemed reasonable under the circumstances according to the ORC's best judgment, to protect Client if an emergency arises and the AWWWS is unable to communicate with Client designated representative;
- (9) Assistance in the preparation of an annual budget for the operation and maintenance of the FACILITIES; and
- (10) Provision of training of the designated representatives for daily operation of the system.

Wastewater Treatment Systems Operation –

Front Range Airport WWTF -

- (1) Sampling of all compliance parameters, with delivery to a state certified lab for analysis, as required under current wastewater regulations and discharge permit compliance monitoring schedule.

Process control sampling shall also be performed and processed as required for plant processes.

AWWS shall ensure prompt reporting of all compliance sampling to the appropriate agencies. Records of all laboratory analyses shall be maintained, and retained at the main office of Alberts Water & Wastewater Specialists, Inc., for the Division prescribed length of time, for the Client' benefit.

- (2) Prepare and submit to the appropriate agencies by the required deadline, with copies to Client, all routine/monthly reports required by current Permits (excluding annual reports);
 - a. Preparation of monthly Discharge Monitoring Reports and, with the approval of the Client Administrator, the submission of such reports to the Colorado Department of Public Health and Environment;

- b. Preparation of Monthly status reports, for each applicable facility, each calendar month, to be submitted to the Client, which shall contain a preliminary evaluation, re-cap of lab analysis results, and any recommendation(s) for improvements.
- (3) Record Influent & effluent flows on a daily worksheet
 - (4) Complete daily operations and maintenance logs
 - (5) Exercise standby generators, trouble-shoot any malfunctioning equipment and perform routine maintenance.
 - (6) Maintain Work Order, Inventory, and Maintenance Log books.
 - (7) Recommend to the Client the purchase of any needed equipment repairs and/or replacement, chemicals, or supplies necessary for the continued effective operation of the FACILITIES
 - (8) Assist in the development of an annual budget for the continued operation of the facility.
 - (9) Insure that, to the best of the AWWWS ability, service is available or restored at the earliest possible opportunity in the event of unanticipated equipment failure or other FACILITIES emergencies, and properly report such incidents to client and/or any regulatory authority, if such report is required;
 - (10) Recommend to Client the need for any repairs and/or cleaning of Client equipment / facilities. AWWWS will recommend to Client, and oversee the vendor or employee chosen by Client to perform this work, at Client approval and expense.

WATER SERVICES PERFORMED BY AWWWS

Front Range Water Distribution System:

- (1) Recommend to CLIENT the need for any repairs and/or cleaning of the FACILITIES. AWWWS will recommend to CLIENT, and oversee the vendor or employee chosen by CLIENT to perform this work at CLIENT's approval and expense;
- (2) Routine Site Visit Information:
 - a. Perform all duties and functions customarily exercised by the senior-most or chief operational manager or officer of a water treatment facility, such as but not limited to:
 1. Check alarms settings
 2. Check water pressure at water meters as necessary
 3. Temperature, pH & Chlorine residual readings
 4. Review Problem Log including corrective actions
 5. Notify CLIENT of any needed repairs or maintenance.
- (3) Recommend to CLIENT the need for any repairs and/or cleaning of the Facilities. AWWWS will recommend to CLIENT, the appropriate vendor or employee chosen by CLIENT to perform this work at CLIENT's approval and expense.

REQUIRED LICENSES

In performing such Services, AWWWS shall use that degree of care and skill ordinarily exercised under similar circumstances by members of the same profession practicing in the same locality. AWWWS represents to CLIENT that employees of AWWWS are properly licensed within the State of Colorado, hold a valid and effective Colorado operator certifications for: Water / Wastewater Collections & Distribution, and possess the skill, knowledge, and ability to competently and professionally perform the Services in accordance with this Agreement. Failure of AWWWS to hold both a valid and effective Colorado operator certifications shall constitute a breach of this Agreement by AWWWS and shall entitle CLIENT to unilaterally terminate this Agreement upon the payment in full of compensation and reimbursable expenses earned by AWWWS, up to and only including the date that AWWWS failed to hold licenses.

INDEPENDENT CONTRACTOR

AWWS shall perform all Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationships with CLIENT. CLIENT shall not be obligated to secure and shall not provide any insurance coverage or employment benefits of any kind or type to or for AWWS or its employees or representatives, including but not limited to workers' compensation, disability, errors and omissions, or retirement contributions. AWWS is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither AWWS nor its employees, if any, are entitled to workers' compensation benefits from the CLIENT for the performance of the Services or Additional Services.

TREATMENT FACILITY EMERGENCIES

Emergency call-outs shall be provided for emergency situations such as equipment failure, and alarms. Upon discovery, AWWS shall inform the CLIENT of the nature of the emergency, and any associated level of threat to human health and safety, or as soon as practicable and, in all circumstances, within 24 hours of such emergency call-out.

AWWS will provide emergency response in the following manner;

1. Report promptly and, at a minimum, within forty-eight (48) hours, in writing to the CLIENT, any equipment failure of the Facilities, for which AWWS has knowledge;
2. The designated agent and security personnel will be provided with an emergency action plan which will include the following contact information for:
 - System Emergency Contacts
 - ORC
 - Assigned Operator
 - Back-Up Operator
 - Selected Electrician
 - Selected Plumber
 - Selected Excavator AWWS
 - Utilities Service Providers

An on-call, certified operator will be available to respond to emergencies at all times. In the event of an emergency discovery, the onsite personnel will call the ORC.

If the ORC has not responded to the emergency within the suggested response time, the CLIENT and/or CLIENT personnel are to call the remaining contacts on the emergency list until a response is obtained.

The ORC and/or operator will determine if the emergency requires on-site response, and will accordingly dispatch the necessary persons, and if necessary immediately travel to the emergency site as well. Emergency responses will be billed separately.

*** Emergency response calls, and emergency service inspections will not be included in the scope of work, and will be billed separately from the monthly service contract fee. Please refer to Attachment A – Rate Sheet, for applicable pricing.

D. USE OF SUBCONTRACTORS

- Rocky Mountain Electrical Services –
 - General Electrical upgrades / repair
 - SCADA system programming / repairs

* Please see attached rate & fee schedule

State of Colorado

Be it known that Sean D Dibble is hereby Certified as a
Class B Wastewater Operator and Certified Water Professional (CWP)

having qualified by Article 9 of Title 25, C.R.S., effective May 23, 2000, and in accordance with Rules and Regulations adopted by the Colorado Water and Wastewater Facility Operators Certification Board.

Certificate Number: 31964

Compliance Date: 7/7/2016

Expiration Date: 07/21/2019



Richard V. Hayes
Secretary of Board

Jan Soltz
Board Chairperson

In witness whereof I have subscribed my name and affixed the seal of the State of Colorado Certification Board, This 21st day of July, 2016 in the City of Denver, Colorado.



State of Colorado

Be it known that Sean D Dibble is hereby Certified as a
Class 3 Collection Operator and Certified Water Professional (CWP)
having qualified by Article 9 of Title 25, C.R.S., effective May 23, 2000, and in accordance with Rules and
Regulations adopted by the Colorado Water and Wastewater Facility Operators Certification Board.

Certificate Number: 31962

Compliance Date: 7/7/2016

Expiration Date: 07/21/2019



Richard V. Ayers
Secretary of Board

Jan S. Smith
Board Chairperson

In witness whereof I have subscribed my name and affixed the seal of the State of Colorado Certification Board. This 21st day of July, 2016 in the City of Denver, Colorado.

State of Colorado

Be it known that Sean D Dibble is hereby Certified as a Class B Water Operator and Certified Water Professional (CWP)

having qualified by Article 9 of Title 25, C.R.S., effective May 23, 2000, and in accordance with Rules and Regulations adopted by the Colorado Water and Wastewater Facility Operators Certification Board.

Certificate Number: 31363



Compliance Date:

Expiration Date: 03/28/2019

Ruhad V. Hayes
Secretary of Board

Tom Settle
Board Chairperson

In witness whereof I have subscribed my name and affixed the seal of the State of Colorado Certification Board. This 28th day of March, 2016 in the City of Denver, Colorado.



COLORADO WATER AND WASTEWATER FACILITY OPERATORS CERTIFICATION BOARD

Be it Known that Sean D Dibble, CWP is hereby Certified as a Class B Water Operator, Certificate No. 31363, until 3/28/2019, in accordance with Article 9 of Title 25, C.R.S., and the rules and regulations of the Board.

Operator ID. 13738

Certificate No. 31363

Expires 3/28/2019

Ruhad V. Hayes
Secretary

Colorado Facility Operators Certification Board

State of Colorado

Be it known that Sean D Dibble is hereby Certified as a
Class 2 Distribution Operator and Certified Water Professional (CWP)
having qualified by Article 9 of Title 25, C.R.S., effective May 23, 2000, and in accordance with Rules and
Regulations adopted by the Colorado Water and Wastewater Facility Operators Certification Board.

Certificate Number: 31963

Compliance Date: 7/7/2016

Expiration Date: 07/21/2019



Richard V. Hayes
Secretary of Board

Jan Smith
Board Chairperson

In witness whereof I have subscribed my name and affixed the seal of the State of Colorado Certification Board. This 21st day of July, 2016 in the City of Denver, Colorado.



2016

FRONT RANGE AIRPORT

INVITATION FOR BID: 2016-358

ATTACHMENT A: VENDOR INFORMATION -

[RESPECTFULLY PREPARED & SUBMITTED BY –
ALBERTS WATER & WASTEWATER SPECIALISTS, INC.]



REQUIRED STANDARDS –

1. COMPANY BACKGROUND & EXPERIENCE:

A. OPERATIONAL APPROACH –

- Please refer to Attachment B. – Contractor's Statement, including Use of Subcontractors

B. SIMILAR FACILITY OPERATIONS EXPERIENCE –

- Please refer to Attachment C. – Qualifications / References

C. SUMMARY OF OPERATIONS EMPLOYEES, AND ADMINISTRATIVE STAFF

- Please refer to Attachment C. – Qualifications / References

D. RATE & FEE SCHEDULE –

- Please refer to Bid Fee Schedule

E. ADDITIONAL DUTIES / TASKS -

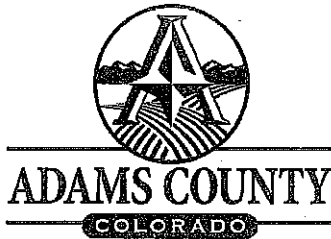
- REGULATION 85 – NUTRIENT MONITORING & REPORTING –
 - Sampling according to established bi-monthly schedule
 - Accumulation of data
 - Annual SAP report preparation & submittal
- DEVELOPMENT OF RISK MANAGEMENT / VULNERABILITY PLANS –
 - At the request of the client - AWWS shall prepare & submit a Risk Based Analysis for inclusion with any requests to amend or modify the discharge permit, or as part of existing and/or future emergency response plans.

- AWWWS has implemented Vulnerability plans for several systems to identify any weaknesses, or disruption in the overall treatment system integrity. These plans may be developed on behalf of the treatment facilities and/or lift stations, at the request of the client.
- IMPLEMENTATION / MAINTENANCE OF EMERGENCY RESPONSE PLANS
 - An Emergency Response plan is vital to the continued safety and security of the users of the system, as well as the employees to the treatment facilities, and the facilities themselves, therefore Emergency Plans should be reviewed and updated on an annual basis to ensure the applicability of each response item, and individual emergency response personnel contact information.
 - Please refer to the attached Emergency Response Plan, as a generic example of our approach to all of our systems. From this "template", we develop each Emergency Response plan so that it is written to reflect system specific information. AWWWS has an excellent record emergency response times & resolutions, and strives to keep all onsite personnel abreast of the proper emergency response protocol.
- EXTENDED CORRESPONDENCE
 - AWWWS may, at the client' request, prepare correspondence for submission to CDPHE, on behalf of the client, for the purpose of addressing items such as; inspections, compliance schedule reports/ tasks, violations, or permit renewals.
 - Please refer to Bid Fee Schedule, for additional info. regarding current additional service provisions.

F. ROUTINE MAINTENANCE OF FACILITIES –

- Please refer to Attachment B. – Contractor's Statement
- FURNISHMENT OF LIABILITY & PROPERTY DAMAGE INSURANCE CARRIERS
 - Please refer to attached documentation

- APPROACH TO GUARANTEEING PERMIT COMPLIANCE –
 - While AWWWS acknowledges that there is no way to conceivably guarantee permit compliance, AWWWS is dedicated to maintaining a staff of highly certified, and experienced operators who genuinely care about maintaining a record consistent permit compliance.
 - AWWWS does operate a number of systems with complicating factors such as financial incapability to upgrade or replace out-dated treatment systems, or ill-designed systems which do not operate according to the proposed engineering design. Often these systems have been “outside the box” designs, which may look good on an engineered report, but do not function similarly under real-life conditions.
 - No matter the system, our operators utilize not only ground-breaking technology to assist in keeping our treatment systems operating at optimal efficiency, but also always employ the use of good old-fashioned operator instinct, and process control techniques, for system adjustment, to achieve & maintain permit compliance.
- LEGAL HISTORY INCLUDING FINES OR ACTIONS TAKEN AGAINST AWWWS –
 - AWWWS has had no history of legal actions, or fines, with respect to any current, or previous, client facility operations.



2016.358
 WASTEWATER TREATMENT PLANT
 MAINTENANCE AND REPAIRS
 Front Range Airport

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # None Addenda # None
 If None, Please write NONE.

<u>Alberts Water & Wastewater</u>	<u>Nov. 7, 2016</u>
Company Name <u>Specialists, Inc</u>	Date
<u>739 S. Lemay Ave.</u>	<u>Linda Dibble</u>
Address <u>St. B4-411</u>	Signature
<u>Fort Collins, CO 80524</u>	<u>Linda Dibble</u>
City, State, Zip Code	Printed Name
<u>Larimer</u>	<u>President</u>
County	Title
<u>(970) 494-1610 x 4</u>	<u>(970) 494-1611</u>
Telephone	Fax
<u>linda @ awws.org</u>	
Email Address	

EXHIBIT A

(All documents following this page of the Agreement)

Exhibits:

1. IFB 2016.358 Scope of Services

EXHIBIT A
ADAMS COUNTY FORMAL INVITATION FOR BID
2016.358

WASTEWATER TREATMENT PLANT
MAINTENANCE AND REPAIRS
Front Range Airport

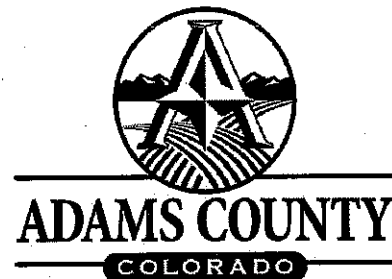
**All documents and Addendum related to this BID
will be posted on the Rocky Mountain Bid System at:
<http://www.bidnet.com/Bids/ViewOpenSolicitations.asp>**

BID Issuance Date:
Friday, October 14, 2016

**Written questions regarding this IFB will be accepted through
Thursday, October 20, 2016
by 2:00 p.m.**

BID Opening Date:
Tuesday, November 8, 2016
Time: 2:00 p.m.

Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, Colorado 80601



All submitted Bids will be publicly opened and read aloud at the time and place stated above.
All Bids are subject to the terms and conditions, specifications and the special instructions attached
hereto.

GENERAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from companies to provide maintenance and repairs for a GE Z-MOD-S8 wastewater treatment plant with a design capacity of 25,000 gallons per day and currently treats an average daily flow of 6,000 gallons per day located at 5200 Front Range Parkway.

1. **All documents related to this BID will be posted on the Rocky Mountain Bid System at: <http://www.bidnet.com/Bids/ViewOpenSolicitations.asp>**
 - 1.1. Contractors must register with this service to receive these documents.
 - 1.2. This service is offered free or with an annual fee for automatic notification services.
2. Written questions relating to IFB-HE-2016.358 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hellis@adco.gov until the close of business on or before, Thursday, October 20, 2016, by 2:00 p.m.
3. Bids
 - 3.1. Sealed for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, First Floor, Brighton Colorado 80601, up to 2:00 p.m., Tuesday, November 8, 2016.
 - 3.2. The bid opening time shall be according to our clock.
 - 3.3. Bids will be publicly opened and read aloud at this time.
 - 3.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number and Project Title.
 - 3.5. No bids will be accepted after the time and date established above, except by written addenda.
4. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
5. **BID REQUIREMENTS**
 - 5.1. Format. Bidder must submit sealed proposal in **one (1) original copy, one (1) unbounded hardcopy.**
 - 6.2. All bids must be signed.

- 6.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 6.4. Bids may not be withdrawn after date and hour set for closing.
- 6.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 6.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number and Title.
- 6.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 6.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 6.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 6.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 6.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 6.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 6.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.

6.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

6.15. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.

1. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule or regulation shall give the County the right to terminate this agreement for cause.

7. Adams County is an equal opportunity employer.

8. COOPERATIVE PURCHASING: NOT APPLICABLE.

9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

1.1.1. Each Occurrence \$1,000,000

1.1.2. General Aggregate \$2,000,000

1.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

1.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

1.2.2. Personal Injury Protection Per Colorado Statutes

1.3. Workers' Compensation Insurance: Per Colorado Statutes

1.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

1.4.1. Each Occurrence \$1,000,000

- 1.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 1.5. The Contractor's commercial general liability, and comprehensive automobile liability shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 1.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 1.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 1.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 1.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 1.7. Prior to exercising this agreement, the County requires the Contractor to provide proof of the insurance coverage or policies required under this Agreement.
- 1.8. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 1.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the bid or project must appear on the certificate of insurance.
- 1.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 1.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 1.12. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be

or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Offeror shall meet the following requirements prior to signing the Agreement (purchase of service agreement) and for the duration thereof:

- 10.1. The Offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 10.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
- 10.3. The Offeror shall not enter into a contract with a subcontractor that fails to certify to the Offeror that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
- 10.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 10.5. The Offeror shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the purchase of service agreement is being performed.
- 10.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Offeror shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.7. Offeror shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

10.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.

11. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

END OF GENERAL INSTRUCTIONS

STATEMENT/SCOPE OF WORK

STATEMENT

The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from companies to provide maintenance and repairs for a GE Z-MOD-S8 wastewater treatment plant with a design capacity of 25,000 gallons per day and currently treats an average daily flow of 6,000 gallons per day located at 5200 Front Range Parkway.

SPECIFICATIONS

Wastewater Treatment Plant

The wastewater treatment plant is a GE Z-MOD-S8 and, has a design capacity of 25,000 gallons per day and currently treats an average daily flow of 6,000 gallons per day. The plant can ultimately be expanded to 50,000 gallons per day.

Water System

The County's airport supplies potable water to approximately forty (40) buildings at an average of 1,600,000 gallons per year. The City of Aurora supplies the County's airport water to its boundary then the County's airport distributes it to customers on airport property. The County airport operates a public water system under permit C00201288.