



PUBLIC NOTICE

The Town of Cedaredge is accepting proposals to provide sludge removal services at the Town's wastewater treatment facility. More detailed information may be obtained by contacting the Town's Engineer, Odisea LLC and Jeff Ruppert, jeff@odiseanet.com or visit http://odiseanet.com/?page_id=395.

Note: The registration form on the RFP webpage must be filled out in order to receive addendum prior to bids being due.

Proposals must be received at 235 W Main Street, Cedaredge, CO 81413 no later **than 3:30 PM MST Monday June 10, 2019**, in order to be considered.



REQUEST FOR PROPOSALS

WASTEWATER TREATMENT SLUDGE REMOVAL SERVICES

I. INTRODUCTION

The Town of Cedaredge will accept proposals from Contractors for sludge removal services at its wastewater treatment plant (WWTP) near Fruit Growers Reservoir.

The work will require removal of wet sludge, dewatering and disposal per CDPHE requirements.

The Contract award shall be for one (1) year. The Contract shall be written for the first year with an optional annual renewal for one (1) additional terms.

II. SCOPE OF WORK

The selected Contractor shall pump approximately 500,000 gallons of liquid biosolids from the aeration basins at the Town WWTP at the direction of the Town's Public Works Director. The biosolids will be loaded into tank trailers and transported to land application sites. At the land application site, the liquid biosolids will be transferred into tractor drawn liquid applicators and applied per state and federal regulations. The Contractor will remove most of the sludge from the lagoon but the Town recognizes that the lagoons may have some sludge left in them when complete. The Town reserves the right to limit the volume of sludge removal at their discretion.

The Town's preferred method of removal is hauling the wet sludge and land applying, however other methods of removal and disposal will be considered.

The Contractor shall provide the Town with a completed annual report on or before February 1, 2020 for review and submittal.

The Town will remove the aeration equipment from the lagoon prior to Contractor mobilizing onto the project. The Town will remove any supernatant they want removed before the mobilization.

The Contractor shall land apply biosolids only on sites permitted by the Colorado Department of Public Health & Environment (CDPHE).

The Contractor shall be responsible for obtaining all required permits and approvals for land application.

Copies of The Contractor permits shall be provided to the Owner upon request.

The Town shall be responsible for the cost of the state biosolids fee for any land applied biosolids.

The Contractor shall comply with all federal and state laws and local regulations regarding the land application of biosolids, specifically including, without limitations, those contained in EPA 40 CFR 503 and corresponding guidelines or other applicable legislation, regulations or guidelines of any governmental entity, as amended.

The Contractor shall notify the Owner immediately, in writing, about any aspect of this project that does not meet the requirements of all applicable regulations.

The Contractor shall comply with annual and cumulative loading rates for all parameters limited and/or regulated by the CDPHE, and/or the USEPA for land application.

The Contractor shall prepare all required biosolids application reports, including the annual report for submission to the US EPA and CDPHE.

The Town will provide the proper certification statements to the Contractor for these reports.

A copy of the annual report will be provided to the Town for execution and submittal.

The Town shall warrant that all solids removed from the treatment plant by the Contractor meet or exceed the standards as set forth by the CDPHE and the US EPA, as demonstrated through laboratory analysis.

If the metals concentration in the biosolids exceeds EPA or CDPHE standards, an additional fee will be applied for the additional tracking of the metals for the life of the site.

The Contractor shall collect and provide the required lab data documenting the biosolids being land applied meet all metal concentrations, pathogen destruction and vector attraction reduction requirements prior to removal from the wastewater plant.

The Owner shall provide an executed certification statement for the biosolids removed under this agreement stating the biosolids meet all specifications of governmental regulations and this Agreement. This certification will be included in the annual report provided by The Contractor.

III. PROPOSAL PROCESS

Based on the projected cost of this work the Town is required to conduct a competitive selection process to select a Contractor for the work described above. This process shall be through formal proposals submitted in response to this Request for Proposals.

A. SUBMITTALS

1. Proposer shall submit proposals for this service as developed by Proposer in response to and in accordance with this Request for Proposals and Information to Proposers attached hereto.

Number of Copies: One (1) hard copy of the entire RFP response must be submitted to:

TOWN OF CEDAREEDGE
c/o Greg Brinck, Town Administrator
Town Hall
235 W Main Street
Cedaredge, CO 81413

- a. The proposal must contain name, address, daytime phone number(s), and e-mail address for person(s) to whom additional selection process requests should be communicated on the supplied Proposal Form;
 - b. A proposed approach. Please provide a basic description of how Proposer shall proceed with task requests, timetable for the project, and proposed method of compensation for services rendered;
 - c. A statement of Qualifications of the Proposer;
 - d. References;
2. Proposer may be required to supply additional information upon request, or to make additional submissions under secondary selection criteria, if necessary.
3. All questions and clarifications shall be sent to the Town Engineer at:

Jeff Ruppert
jeff@odiseanet.com
P.O. Box 1809

Paonia, CO 81428

All questions and clarifications shall be submitted by email to jeff@odiseanet.com no later than **5:00 PM on Monday June 3, 2019**. All questions, comments and answers provided shall be shared with all Proposers in addendum format.

4. All proposals must be clearly labeled: "Proposal for Sludge Removal Services". All proposals must be received by 3:30 PM MST on Monday June 10, 2019 at address shown above, at which time they will be opened and read.

B. CONTRACT

Upon selection of a Contractor, negotiations will commence immediately for a Contract with terms to be consistent with this Request for Proposals and the information included herewith.



PROPOSAL FORM

Proposal Time: 3:30 PM MDT
Proposal Date: June 10, 2019

From: _____

Phone _____ Fax _____
E-mail Address: _____

To: THE TOWN OF CEDAREGE
c/o Greg Brinck, Town Administrator
Town Hall
235 W Main Street
Cedaredge, CO 81413

For: WASTEWATER TREATMENT SLUDGE REMOVAL SERVICES

Pursuant to a request by the Town of Cedaredge Trustees, the undersigned Proposer having examined this Request for Proposals (RFP), including the site of the proposed Project and being familiar with conditions surrounding the construction of the proposed Project, including the availability of materials and labor hereby proposed to furnish all labor, materials, supplies, bonds, permits, services and supervision required to perform the Project for the project identified above and listed below and as detailed in this RFP.

In a separate document, please detail the following:

- Pricing: Please provide unit rates for the following:
 - Transportation and land application of liquid
 - Annual Report
 - Additional tracking fee if concentrations exceed regulatory limits
 - Mobilization Fee
- A proposed approach. Please provide a basic description of how Proposer shall proceed with task requests timetable for the project, and proposed method of compensation for services rendered;
- A statement of Qualifications of the Proposer and personnel;

- References;

It is further understood that the right is reserved by the Town to reject any and all proposals and it is agreed that the proposals may not be withdrawn for a period of ten (10) days from specified time for receiving proposals.

The Proposer acknowledges receipt of Addenda Nos. _____.

The right is reserved to waive any informalities and to reject any Proposal.

(Type/Print name under all signatures)

Dated this ____ day of _____, 2016

PROPOSER:

SIGNATURES: If the proposal is being submitted by a Corporation, the Proposer should be signed by an officer, i.e. President or vice-president. The signature of the officer signing shall be attested to by the secretary and properly sealed. If the proposal is being submitted by an individual or a partnership, the proposal shall so indicate and be properly signed.

INSTRUCTIONS TO PROPOSERS
FOR THE TOWN OF CEDAREdge CONTRACTS

For the Project Entitled: WASTEWATER TREATMENT SLUDGE REMOVAL SERVICES
Date of Proposal Opening: June 10, 2019

1. a. A "Proposal" is a responsive, conforming, unconditional, complete, legible and properly executed offer on the Town of Cedaredge Proposal Form to do the work called for in the Request for Proposals ("RFP").
- b. Proposals must be submitted in sealed envelopes and submitted at the time and place designated in the RFP. Proposal envelopes must be clearly marked on the front of the envelope as a "sealed proposal" with the project name and the name, contact person, mailing address and telephone number of the Proposer. The Town reserves the right to request verification of any original or electronic signature at any time before issuing a Notice of Award.
- c. It shall be the responsibility of the Proposer to ensure that the Proposal is in proper form and in the Town's possession by or before the scheduled time and date of public Proposal opening. Proposals will not be accepted after the scheduled time and date of opening. Any Proposals received late will be returned to the Proposer unopened, if possible. In the event that it is impossible to determine who the late Proposer is unless the envelope is opened, the envelope will be opened, the address determined, and the envelope and Proposal returned immediately to the Proposer.
- d. If specified in the Request for Proposals, parties who request packages of proposal documents will be required to pay a fee for the document package. All parties who request packages must provide the name of the potential Proposer, along with the name of a contact person, address, telephone number, fax number and email address for the purpose of dissemination of Addenda or additional proposal information.
- e. If a mistake is made or discovered at or after the public opening, the Town reserves the right to determine which party made the mistake and whether the mistake is material and, after these determinations, the Town, in its sole discretion, shall make the decision whether to accept or reject the Proposal. No advantage shall be taken by either party of manifest clerical errors or omissions in the Proposal documents or the Request for Proposals (and plans and specifications). All Proposers are required to notify the Town immediately of any errors of omissions that may be encountered. (See 2.a. and 2.c., below).
- f. The signer of the Proposal must initial any alteration or erasure. If provided on the required Proposal Form, the proposal price of each item must be stated in numerals and words; in case of a conflict, the words will control. In case of conflict between the indicated sum of any addition of figures and the correct sum, the correct sum will control.
- g. No reimbursement will be made by the Town for any costs incurred in the preparation of a statement of qualifications, Proposals, or attendance at a site inspection, pre-bid conference or interviews.

Contract # 19036 - RFP for WWTP Sludge Removal Services

Page 10 of 21

- g. If specified in the RFP, a request for qualifications may precede the RFP process.
- 3.
- a. Each Proposal, if required by the Proposal Documents, shall be accompanied by a certified check or bid bond in a form acceptable to the Town Attorney, in an amount specified, payable without condition to the Town as a guarantee that the Proposer, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal, and will furnish, if required by the Proposal, good and sufficient bonds for the faithful performance of the Contract and for the payment to all persons supplying labor and material for the work (see 10.a., below). The Proposal guaranties of all parties except the three highest scoring Proposals will be returned promptly after the opening of Proposals. After execution of the Contract and issuance of a Notice to Proceed, the remaining two Proposers' guaranties will be returned.
 - b. Proposer also, if required by the Proposal Documents, will fully complete and submit with the Proposal a Qualification Statement, or an updated Statement if one is already on file. The Town of Cedaredge reserves the right to pre-qualify Proposers based on said qualification statements.
 - c. Proposer also must submit with the Proposal a list of subcontractors, independent contractors and suppliers to be employed under the Contract. If the Town has a reasonable objection to any such subcontractor, independent contractor or supplier, it shall notify the Proposer and the Proposer may then: (a) withdraw the Proposal; or (b) substitute an acceptable contractor or supplier. If required by the Contract Documents, subcontractors, independent contractors and/or suppliers may be required to submit a Contractor's Qualification Statement.
 - d. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 - e. Proposals by partnerships or limited liability companies ("LLC") must be executed in the partnership or LLC name and signed by a partner, authorized LLC officer, whose title must appear under the signature and the official address of the partnership or LLC must be shown below the signature. The state in which the entity was formed and whose law governs the entity shall be shown below the signature.
 - f. All names must be typed or printed below the signature.
 - g. The submission of a Proposal shall be conclusive evidence and legal admission that the Proposer: (1) has no questions, complaints or objections in connection with the Proposal process and/or documents, subject to any requests made by Proposer for amplification, clarification, explanation, interpretation or correction pursuant to Paragraph 2.a. and 2.c., above; (2) has no questions, complaints or objections as to the completeness, sufficiency, scope or detail of the Proposal Documents; and (3) has full knowledge of the scope, nature, quality and quantity of work to be performed, the detailed requirements of the Proposal Documents including any and all contract documents, the plans and specifications, the site and conditions under which

the work is to be performed, the The Town of Cedaredge Procurement Code and applicable Colorado law.

4. a. All Proposals will be opened and read in public by name of Proposer only. No Proposals may be withdrawn after the beginning of the public opening. The Town, in its sole discretion, may delay a Proposal opening for no longer than two (2) business days if weather or other circumstances beyond control of Proposers results in delay in receipt of Proposals. Proposals may be withdrawn at any time prior to the beginning of the public opening or modified by a document executed and delivered in a form substantially similar to the Proposal Form prior to opening.
- b. All Proposals submitted must be valid for a minimum period of sixty (60) days after the date of the Proposal opening. During this time, Proposers are investigated, and Proposals are evaluated.
5. a. Proposals will be awarded at the sole discretion and may not be based solely on lowest price alone. All rights are reserved by the Town to determine, in the Town's sole reasonable discretion, whether the Proposal meets the needs or a purpose intended and is within the project budget.
- b. Although price may be a major consideration in the selection of a Proposal, the Town does not award on price alone. The Town may also consider the quality of product as judged by the Town; past experience with Proposers, subcontractors, independent contractors, products or suppliers; qualifications of the Proposers and/or subcontractors, independent contractors or suppliers; services offered; warranties; maintenance considerations; long-range costs; delivery; and similar considerations, all as specified in detail in the RFP.
- c. The Town reserves the absolute right to conduct such investigations as it deems necessary to assist in the evaluation of any Proposal and to establish the experience, responsibility, reliability, references, reputation, business ethics, history, qualifications and financial ability of the Proposers and proposed subcontractors, independent contractors and suppliers. The purpose of such investigation is to satisfy the Town that the Proposer has the experience, resources and commercial reputation necessary to perform the work and support any warranties in accordance with the Contract Documents in the prescribed manner and time.
- d. The Town, at its sole discretion, may require the apparent successful Proposer to demonstrate, at a place and time designated by the Town, that the Proposal meets the performance criteria specified, or to otherwise provide documented proof from independent reliable sources acceptable to the Town that said performance criteria will be met prior to final acceptance of the Proposal. The burden of proof of such a demonstration is on the Proposer. In the event that the apparent successful Proposer fails to demonstrate or provide acceptable proof of meeting required performance criteria, that proposal will be rejected and the next eligible Proposer in the selection ranking will be invited to participate in the same process until a proposal meeting performance criteria is found within the ranking of eligible Proposers. The Town reserves the rights to reject any or all Proposals or to otherwise accept the Proposal which in the Town's sole discretion is in the best interest of the Town.

Contract # 19036 - RFP for WWTP Sludge Removal Services

Page 12 of 21

- e. The Town of Cedaredge reserves the right, if it deems such action to be in the best interests of the Town, to reject any and all Proposals or to waive any irregularities or informalities therein. Any incomplete, conclusory, false or misleading information provided by Proposer shall be grounds for rejection of the proposal. If proposals are rejected, the Town further reserves the right to investigate and accept the next best proposal in order of ranking or to reject all proposals and re-solicit for additional proposals.
 - f. Any questions or disputes involving the documents or procedures not covered by these Instructions or other Proposal Documents shall be resolved by the Procurement Officer on the basis of fairness, custom in the industry, maximization of competition and best interests and convenience of the Town.
6. Issuance of Notice of Award, execution of Contract Documents and issuance of a Notice to Proceed shall be as specified in the Contract Documents.
7. Contracts will be executed using the Contract Form in Exhibit A. The Town reserves the right to negotiate with the Proposer for contract terms not specified in the Proposing Documents. Any changes from the Town of Cedaredge standard form contract may result in a delay in the issuance of a Notice to Proceed in order to obtain any necessary Town Attorney review of changes from the standard form. Proposer agrees that any such delays shall not be grounds for either additional compensation or an extension of time to complete the work that is the subject of the Proposal.

Exhibit A: Contract Form

**CONTRACT FOR PROVISION OF SERVICES
TITLE**

THIS CONTRACT is made and entered by and between the The Town of Cedaredge Board of Town Board of Trustees (“Town”) and (INSERT NAME AND ADDRESS OF CONTRACTOR/ CONSULTANT—USE CORRECT LEGAL ENTITY) (hereinafter “Contractor”).

1. Term. The term of this contract is from _____ to _____. [At the expiration of the initial term, the contract may be extended for an additional term of _____ years by the express written consent of both parties. (use as needed)]

2. Contractor’s Obligations. Contractor shall (INSERT CONTRACTOR’S OBLIGATIONS IN DETAIL-REFER TO SCOPE OF SERVICE IF APPLICABLE).

3. Compensation and Expenses, Invoicing, Payment and Offset. The Town shall compensate Contractor for its services in accordance with the Project Budget and Schedule set out in Paragraph 2. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the sum of \$ _____ for all services rendered. By contract or amendment, the Town and Contractor may reallocate the budget among project tasks if the total budget amount remains unchanged. Contractor shall invoice for the project monthly based on hours worked, with payment expected within thirty (30) days of invoice, but any payment by the Town may be offset by any amount the Contractor owes the Town for any reason.

4. Town’s Exclusive Ownership of Work Product. Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this contract shall be the property of the Town. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes. Contractor assigns to Town the copyrights to all work prepared, developed, or created pursuant to this contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; 4) perform the works publicly; and 5) to display the work publicly. Contractor shall have right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.

5. The Town of Cedaredge’s Obligations. The Town of Cedaredge shall administer this contract through a Town Representative. (TOWN REPRESENTATIVE) will manage the project as the Town’s Representative. In the event that (TOWN REPRESENTATIVE) is not available, (ALTERNATE PERSON, IF APPLICABLE) shall assume the Town Representative’s duties. The services provided and products delivered by the Contractor under this contract will be subject to review by the Town’s

Representatives, or a designee, for compliance with Contractor's obligations prior to final payment.

6. Termination Prior to Expiration of Contract Term. The Town has the right to terminate this contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof. Such notice shall be given at least ten (10) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this contract shall become the Town's property. Contractor shall be entitled to receive compensation in accordance with the contract for any satisfactory work completed pursuant to the terms of this contract prior to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of the contract by the Contractor.

7. Independent Contractor Status.

A. The parties to this contract intend that the relationship between them contemplated by the contract is that of independent contractor. Contractor, and any agent, employee, or servant of Contractor shall not be deemed to be an employee, agent, or servant of The Town of Cedaredge.

B. Contractor is not required to offer his services exclusively to The Town of Cedaredge under this contract. Contractor may choose to work for other individuals or entities during the term of this contract, provided that the basic services and deliverable products required under this contract are submitted in the manner and on the schedule defined under this contract.

C. Contractor warrants that all work produced will conform to all applicable industry standard of care, skill and diligence in the performance of Contractor's obligations under this contract.

D. Contractor shall not attempt to oversee or supervise the work or actions of any The Town of Cedaredge employee, servant or agent in the course of completing work under this contract.

E. Contractor is not entitled to any Workers' Compensation benefits through The Town of Cedaredge and is responsible for payment of any federal, state, FICA and other income taxes.

8 Assignability. This contract is not assignable by either party. Any use of subcontractors by the Contractor for performance of this contract must be accepted in writing by the Town.

9. Binding Arbitration. Any disputes arising out of this contract shall be subject to binding arbitration. The parties agree that any disputes concerning the terms and conditions of this contract shall be submitted and finally settled by arbitration. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association and shall be presided over by the The Town of Cedaredge Hearing Officer appointed to arbitrate The Town of Cedaredge contract disputes. Costs of the arbitration shall be awarded to the substantially prevailing party.

10. Severability. In the event that any provision of this contract shall be held to be invalid or unenforceable, the remaining provisions of this contract shall remain valid and binding upon the parties hereto

11. Integration and Modification.

A. This contract represents the entire and integrated contract between the Town and the Contractor and supersedes all prior negotiations, representations, or contract, either written or oral. This contract may be amended only by written contract signed by both the Town and the Contractor.

B. The Town may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the Town and the Contractor, shall be in writing and upon execution shall become part of this contract.

12. Indemnity.

A. The Contractor agrees to indemnify, hold harmless and, not excluding the Town's right to participate, defend the Town, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, volunteers, and any jurisdiction or agency issuing permits for any work included in the project,, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the Town its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the Town.

B. The Contractor further shall investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related hereto at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent.

13. Insurance. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The Town in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

A. Coverage and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below. An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Statutory Workers’ Compensation: Colorado statutory minimums
 - a. Policy shall contain a waiver of subrogation against the Town.
 - b. This requirement shall not apply when a contractor or subcontractor is exempt under Colorado Workers’ Compensation Act., **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Minimum Limits:

Coverage A (Workers’ Compensation)	Statutory
Coverage B (Employers Liability)	\$ 500,000
	\$ 500,000
	\$ 500,000

2. Commercial General Liability – ISO 1CG 0001 form or equivalent.
(With Town named as an additional insured)

Minimum Limits:

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

Coverage to include:

- Premises and Operations
- Explosions, Collapse and Underground Hazards
- Personal / Advertising Injury

- Products / Completed Operations
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Independent Contractors
- Designated Construction Projects(s) General Aggregate Limit, ISO CG 2503 (1997 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors Endorsement, ISO CG 2037 (2004 Edition or equivalent)
- The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above: “Town, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.

3. Auto Liability: Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Minimum Limits:

Bodily Injury/Property Damage (Each Accident) \$ 1,000,000

4. Special Coverages (*check as appropriate and insert amount*):

- (1) Performance Bond \$ _____
- (2) Professional Errors and Omissions
- (3) Aircraft Liability
- (4) Owner’s Protective
- (5) Builder’s Risk
- (6) Boiler and Machinery
- (7) Loss of Use Insurance
- (8) Pollution Liability
- (9) Crime, including Employee Dishonesty Coverage, or Fidelity Bond

B. Proof of Insurance:

1. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Town, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to manager@cedaredgecolorado.com. If the insurance carrier will not provide the required notice, the Contractor and or its insurance broker shall notify the Town of any cancellation, or reduction in

coverage or limits of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Simultaneously with the Certificates of Insurance, the Contractor shall file with the Procurement Officer a certified statement as to claims pending against the required coverages, reserves established on account of such claims, defense costs expended and amounts remaining on policy limits.

2. In addition, these Certificates of Insurance shall contain the following clauses:
 - a. The contractor's insurance shall be primary and non-contributory with any insurance or self-insurance purchased by the Town.
 - b. The insurance companies issuing the policy or policies hereunder shall have no recourse against the Town of Cedaredge for payment of any premiums or for assessments under any form of policy.
 - c. Any and all deductibles or self-insured retentions in the above-described insurance policies shall be assumed by and be for the amount of, and at the sole expense of the Contractor.
 - d. Location of operations shall be: "all operations and locations at which work for the referenced Project is being done."
3. Certificates of Insurance for all renewal policies shall be delivered to the Town's Representative at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on the expiration date of this contract or thereafter.
4. The Town reserves the right to request and receive a copy of any policy and any policy endorsement at any time during the term of this contract.

14. Exemptions and Preferences. All purchases of construction or building or any other materials for this contract shall not include Federal Excise Taxes or Colorado State or local sales or use taxes. The Town of Cedaredge is exempt from such taxes under registration number **XXXXXXXXXX**.

15. Records. The Contractor shall maintain comprehensive, complete and accurate books, records, and documents concerning its performance relating to this contract for a period of three (3) years after final payment under the contract and the Town shall have the right within the three (3) year period to inspect and audit these books, records and documents, upon demand, in a reasonable manner and at reasonable times, for the purpose of determining, by accepted accounting and auditing standards, compliance with all provisions of the contract and applicable law.

16. Contract Made in Colorado. The parties agree that this contract was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be exclusively in the courts of Delta County, Colorado.

17. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this contract beyond the arbitration described in Paragraph 9, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees.

18. Governmental Immunity. Contractor agrees and understands that The Town of Cedaredge is relying on and does not waive, by any provision of this contract, the monetary limitations or terms (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to The Town of Cedaredge or any of its officers, agents or employees. Further, nothing in this contract shall be construed or interpreted to require or provide for indemnification of the Contractor by the Town for any injury to any person or any property damage whatsoever which is caused by the negligence or other misconduct of the Town or its agent or employees.

19. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the Town of Cedaredge. The Town of Cedaredge's obligations under this contract are subject to the Town of Cedaredge's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provisions of the contract shall constitute a mandatory charge or requirement in any ensuing fiscal year beyond the then current fiscal year of the Town of Cedaredge. No provision of the contract shall be construed or interpreted as creating a multiple-fiscal year direct or indirect debt or other financial obligation of the Town of Cedaredge within the meaning of any constitutional or statutory debt limitation. This contract shall not directly or indirectly obligate The Town of Cedaredge to make any payments beyond those appropriated for the Town of Cedaredge's then current fiscal year. No provisions of this contract shall be construed to pledge or create a lien on any class or source of the Town of Cedaredge's moneys, nor shall any provision of this contract restrict the future issuance of the Town of Cedaredge's bonds or any obligations payable from any class or source of the Town of Cedaredge's money.

20. Notice. Any written notice required by this contract shall be deemed delivered through any of the following: (1) hand delivery to the person at the address below; (2) delivery by facsimile with confirmation of receipt to the fax number below; or (3) within three (3) days of being sent certified first class mail, postage prepaid, return receipt requested addressed as follows:

- A. To Town of Cedaredge
Greg Brinck, Town Administrator
Town Hall
235 W Main Street
Cedaredge, CO 81413
- with copies to:
The Town of Cedaredge Engineer
Jeff Ruppert, P.E.
P.O. Box 1809
Paonia, Colorado 81428
jeff@odiseanet.com
- B. **To Contractor:**

21. Public Contracts for Services and Public Contracts with Natural Persons. In conformance with the provisions of C.R.S. § 8-17.5-101 and 102, as amended and C.R.S. § 24-76.5-101, as amended

PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or 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 contract. Contractor **(a)** shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, **(b)** shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, **(c)** shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(d)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-

Contract # 19036 - RFP for WWTP Sludge Removal Services

Page 21 of 21

76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first set out herein above.

CONTRACTOR: _____.

By: _____

Title _____
Date

THE TOWN OF CEDAREGE, COLORADO:

By: _____
Authorized Signer Date

By: _____
Town Manager Date