

TOWN OF SUPERIOR
RESOLUTION NO. R-9
SERIES 2019

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING A SERVICES AGREEMENT WITH C & L WATER SOLUTIONS, INC. FOR ON-CALL AND EMERGENCY SERVICES FOR 2019

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

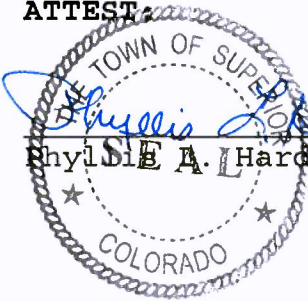
Section 1. The Services Agreement between the Town of Superior and c & L Water Solutions, Inc. for on-call and emergency services for 2019 is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 11th day of February, 2019.



Clint Folsom, Mayor

ATTEST:



Phyllis A. Hardin, Town Clerk-Treasurer

AGREEMENT FOR SERVICES (HOURLY)

THIS AGREEMENT is made and entered into this 11th day of February, 2019 (the "Effective Date"), by and between the Town of Superior, 124 East Coal Creek Drive, Superior, Colorado 80027, a Colorado municipal corporation (the "Town"), and C & L Water Solutions, Inc., an independent contractor with a principal place of business at 12249 Mead Way, Littleton, Colorado 80125 ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and

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

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

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein.

B. The work performed by Contractor shall be in accordance with generally accepted level of competency presently maintained by others in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the

Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

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

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement 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 Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

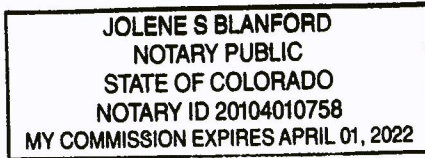
E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7th day of February, 2019, by Chrystalla Larson as President of C&L Water Solutions Inc

My commission expires: 4-1-22

(S E A L)

Jolene S Blanford
Notary Public



DEPARTMENT PROGRAM AFFIDAVIT

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

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

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

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

Christalla Larson
Signature

2-7-2019
Date

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 7th day of February, 2019, by Christalla Larson as President of C&L Water Solutions Inc

My commission expires: 4-1-22

(S E A L)

Jolene S Blanford
Notary Public

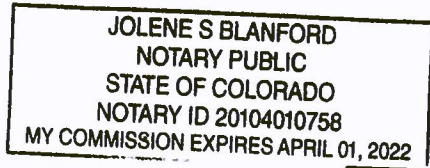


EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform on-call and emergency maintenance and repair tasks, such as water or sewer line repair, debris removal, earthwork, or other work and as directed by the Town on a time and materials basis.

EXHIBIT B COMPENSATION

Contractor shall be paid on an hourly basis for the time spent by Contractor's employees performing the work described in **Exhibit A**, Scope of Services. Contractor shall provide itemized invoices detailing the work performed, and shall bill in increments of not less than 15 minutes. Such invoices shall be submitted to the Town on a monthly basis.

Contractor's rate schedule and available equipment are listed below with hourly rates, except where noted. Contractor's staff time is included in the equipment rates. Minimum billable work shall be 4 hours.

C & L Water Solutions, Inc.

Rate Schedule	Available Units	Site Assessment Response/ Mobilization Time	
		Critical- 2/8 Hours	Urgent- 8/48 Hours
Description		Cost Per Unit(\$)	

Labor			
Superintendent (per hour)	1	105.00/157.50ot	105.00/157.50ot
Foreman (per hour)	5	87.00/130.50ot	87.00/130.50ot
Flagger (Warning Lights)	1	38.00/57.00ot	38.00/57.00ot
Traffic Control Specialist (Warning Lights) per hour	1	75.00/112.50ot	75.00/112.50ot
Pipe Layer/Truck Driver (per hour)	5	63.00/94.50ot	63.00/94.50ot
Operator (per hour)	5	70.00/105.00ot	70.00/105.00ot
Laborer (per hour)	5	48.00/72.00ot	48.00/72.00ot
Admin/R.O.W. Permit (1 hour per project)	1	65.00 LS	65.00 LS

Equipment Transport (Equipment only)			
Low Boy Transport	1	185.00 HR	185.00 HR
Truck, Trailer, or Combination Transport	2	145.00 HR	145.00 HR

Equipment (equipment only)			
Rubber Tired Backhoe-Cat 430	5	68.00 HR	68.00HR
Rubber Tired w/Vibratory Plate Compactor - Model-CVP-40	4	83.00 HR	83.00 HR
Skid Steer - Model-S850 Bobcat	1	42.00 HR	42.00HR
Skid Steer w/Broom	1	45.00 HR	360.00 Day
Wheel Loader- Large Model-L150 Volvo 7-CY	1	155.00 HR	155.00 HR
Excavator - Small (Zero Swing Preferred) Model-Link Belt 80	1	68.00 HR	68.00 HR
Excavator - Medium Model-Cat 318	1	130.00 HR	3200.00 week
Excavator-Medium Link Belt 145		130.00 HR	3200.00 week
Excavator - Large Model-Volvo	1	145.00 HR	4800.00 week

C & L Water Solutions, Inc.

Rate Schedule	Available Units	Site Assessment Response/ Mobilization Time	
		Critical- 2/8 Hours	Urgent 8/48 Hours
Description		Cost Per Unit(\$)	

Equipment, Continued (Equipment only)			
Vibratory Compactor- Model- RT-85	1	26.50 HR	26.50 HR
Compaction Wheel for Excavator	1	250.00 Job	
Dump Truck - 10 Wheel	5	50.00 HR	50.00 HR
Pickup Truck- 1 Ton and Less	4	35.00 HR	35.00 HR
Pickup Truck - 2 Ton	5	45.00 HR	45.00 HR
Generator - Greater than 30 KW	1	20.00 HR	20.00 HR
Trash Pump -3" with hoses	6	15.00 HR	122.50 per ea 8 hr day
Trash Pump – 4" with hoses	4	19.00 HR	155.00 per ea 8 hr day
Trash Pump - 6 Inch (8" owned) this requires fusing of pipe for by-pass	2	110.00 HR without piping	870.00 per ea 8 hr day without piping
Other Equipment:			
Leak Locator (machine only)	1	102.00 HR	102.00 HR
Shoring Boxes	18	240.00 Day	240.00 HR
Shore Cans	3	240.00 Day	240.00 HR
Jumping Jack Compactors	6	12.00 HR	12.00 HR
S Boils Vac Trailer w/Truck	1	97.50 HR	97.50 HR
Mobilization (Per Event or Lump Sum			
Mobilization (Large Repair, deep excavations - shoring and excavators)	1	3,500.00 Each	3,500.00 Each
Mobilization (Repair Crew, standard – crew truck and shoring, rubber tire, tandem dump truck)	1	1,200.00 Each	1,200.00 Each
MISC.			
Erosion Control Inlet Protection		5.00 per LF 75.00 EA inlet	
Steel Plates 5'x10',8x8,8x16	15	49.00 per day	49.00 per day
Plugs 6", 8", 10", 12", 15"	24	30.00 per day	30.00 per day