

SUPERIOR METROPOLITAN DISTRICT NO. 1
RESOLUTION NO. SMD1-5
SERIES 2021

A RESOLUTION OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1 BOARD OF DIRECTORS APPROVING AN AGREEMENT WITH DIRECT DISCHARGE CONSULTING, LLC FOR WATER AND WASTEWATER TREATMENT PLANT OPERATIONS

BE IT RESOLVED BY THE SUPERIOR METROPOLITAN DISTRICT NO. 1 BOARD OF DIRECTORS, COLORADO, as follows:

Section 1. The Agreement between the Superior Metropolitan District No. 1 and Direct Discharge Consulting, LLC., for Water and Wastewater Treatment Plant Operations is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 25th day of October, 2021.



ATTEST:


Patricia Leyva, Secretary


Clint Folsom, President

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this ^{25th} day of October, 2021 (the "Effective Date"), by and between the Superior Metropolitan District No. 1, a Colorado special district with an address of 124 East Coal Creek Drive, Superior, CO 80027 (the "District"), and Direct Discharge Consulting, LLC with an address of 1768 Topaz Drive, Loveland, CO 80537 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the District requires services; and

WHEREAS, Contractor has held itself out to the District 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 (with the exception of materials as specified in the Scope of Services) 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 **Exhibits A, B, C and D**, 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 District is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the District shall pay Contractor as set forth in **Exhibit E**, attached hereto and incorporated herein by this reference.

III. TERM, TERMINATION AND RENEWAL

A. Initial Term. This Agreement shall commence on January 1, 2022, and shall terminate on December 31, 2022 (the "Initial Term").

B. Adjusted Price Schedule. On or before November 1 of each year that this Agreement is in effect, Contractor shall deliver to the District a copy of the price breakdown set forth in Exhibit E adjusted as follows (the "Adjusted Price Schedule"):

1. The prices set forth in Exhibit E shall constitute the Base Prices.

2. The Base Prices may be adjusted in an amount not to exceed the percentage change (up or down) of the Consumer Price Index for All Urban Consumers (CPI-U) in the Denver-Aurora-Lakewood area from the most recent non-seasonally adjusted data available for aforementioned index on the Effective Date to the most recent non-seasonally adjusted data available for the index on July 1 of the year in which the Adjusted Price Schedule is delivered to the District.

By way of example only: If the most recent data available for the CPI-U for the Denver-Aurora-Lakewood area shows an index of 275.6 for June 30th of the previous year and if the most recent data available for June 30th of the current year shows an index of 285.3, the increase is 3.5 percent. As such, the amounts on the Adjusted Bid Schedule may be increased by no more than 3.5 percent.

C. Renewal Option. The District shall have the option to renew this Agreement for an additional 1-year term by providing written notice of renewal to Contractor no later than 30 days after Contractor provides the District with the Adjusted Price Schedule each year, for up to 3 additional 1-year terms.

D. Termination. The District may terminate this Agreement by providing Contractor with 60 days advance written notice. In such case, the District 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 District shall have any remedy or right of set-off available at law and equity

IV. RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing, required by law.

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

C. The District'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.

D. Contractor shall promptly remove any employee who is not performing in a professional manner, as may be determined in the District's reasonable discretion.

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 District. 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 District all of its right, title, and interest in such work. The District 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 District employee for any purposes.

VII. INSURANCE

A. Contractor shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor under this Agreement, including the following, at a minimum:

1. Worker's compensation insurance as required by law; and
2. Commercial general liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate naming the District and the District's officers, employees, and consultants as additional insured. The policy shall be with a carrier and in a form acceptable to the District at the District's sole discretion. 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 District and the District'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 District. 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 District, 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 District a certificate of insurance as evidence that required policies are in full force and effect.

VIII. BOOKS AND RECORDS

Contractor's books and records in connection with this Agreement shall be kept in accordance with nationally recognized and accepted accounting principles and practices, and will

be made available for the District's inspection at all reasonable times at the places where the books and records are normally kept. Contractor shall retain such books and records for 3 years after termination of this Agreement.

IX. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the District 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 or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

X. WORKERS WITHOUT AUTHORIZATION

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 a worker without authorization 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 a worker without authorization 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 a worker without authorization to perform work under this Contract.

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 Contract 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 Contract is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization who is performing work under this Contract, Contractor shall: notify the subcontractor and the District within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Contract; 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 worker without authorization who is performing work under this Contract; 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 a worker without authorization who is performing work under this Contract.

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 this Contract.

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 this Contract via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

XI. 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 District shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the District, 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.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Contract with the Superior Metropolitan District No. 1 (the "District"), I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the District, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

2. Check one.

I am a United States citizen or legal permanent resident.

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

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

OR

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

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the District.

Signature

Date

EXHIBIT A
SCOPE OF SERVICES
Water/Wastewater Treatment Operations and Maintenance

Contractor shall perform all the following:

1. Scope

1.1 Continuous (24/7) O&M (operation & maintenance) of the District's 5.4 MGD (million gallon per day) rapid sand water filtration facility with adjacent High Zone pumping station, 1.4 MG (million gallon), 1.5 MG and 0.5 MG storage tanks and Potable Water Interconnection with the City of Louisville.

1.2 Continuous (24/7) O&M of the District's 2.2 MGD advanced wastewater treatment facility, including the 1.5 MG flow equalization pond and reclaimed water supply pumps.

2. General

2.1 Contractor shall operate the facilities so as to comply with all applicable laws and regulations promulgated by the State of Colorado, including its agencies. The operator in charge (ORC) shall be a licensed water/wastewater operator in Colorado, Class A as certified by the Colorado Department of Public Health & Environment (CDPHE). The ORC shall also hold the CDPHE required license and classification for responsibility/operation of the potable water distribution and reuse system, and sewage collection systems. All Facilities shall have coverage 7 days per week.

2.2 Contractor shall work under the direction of, and report to the Utilities Superintendent or as otherwise designated by the District Manager.

2.3 Contractor shall follow the instructions and recommendations for O&M as contained in the plant O&M manuals, and in the manuals furnished by the equipment suppliers. If the operator disagrees with any provisions of these documents, he shall document such disagreements to the District Manager for resolution. The operator shall minimize electrical and gas energy usage, and other utilities or commodities.

2.4 Contractor shall perform the specific tasks itemized below. It is intended that O&M services and Standard Operating Procedures (SOPs) be provided by trained and experienced operators having a high level of competence; and that complete O&M services for the subject facilities are intended whether or not normally required.

2.5 Contractor shall be responsible for all reports and permits required by CDPHE and the EPA to maintain compliance with all state and federal regulations for water, water distribution, water storage, wastewater treatment, biosolids handling and sewage collection, plant stormwater and the reclaimed water regulations. Reports under the contractor's responsibility include but not limited to the Consumer Confidence

Report/Water Quality report, Annual Regulation 85 report, Annual Biosolids Report and the WWTP Stormwater Master Plan and annual report.

2.6 Contractor shall be available to assist in the planning, designing and budgeting of facilities and infrastructure through staff and consultant meetings and occasionally District board meetings.

2.7 The District maintains a partnership with the Keep it Clean Program. Contractor shall be responsible for collecting water samples from streams as required by the program. Currently the District has 6 sampling points testing for pH, temperature, conductivity, dissolved oxygen (DO), E.coli, selenium, TSS, ammonia, TIN, TKN and TP.

2.8 Contractor shall submit a facilities annual report will be to the District on March 1 of the year following the report year. A sample report is available upon request.

2.9 Contractor shall conduct and represent the District as lead for all CDPHE Sanitary Surveys and all State Engineer inspections.

2.10 Contractor shall develop and implement an Asset Management Plan, using professional grade software specifically designed for developing, implementing and monitoring the plan.

3. Specific Tasks - Water Treatment

3.1 **Laboratory.** Contractor shall operate and equip the water analysis laboratory, and provide expendables, including reagents. Tests to be performed at the lab include without limitation: chlorine residuals, coagulant dosage optimization, jar test, turbidity calibration, and pH level. Contractor shall collect and deliver to a certified laboratory samples for periodic chemicals and microbiological analyses as required.

3.2 **Operations.** Contractor shall determine proper flow rates and optimum chemical feed rates, and calibrate, fill and adjust all chemical feeders, mixers, pumps, etc. involved with the treatment process. Contractor shall maintain a suitable inventory of process chemicals, and order and receive chemicals. Contractor shall control recycle flows and waste solid flows so as not to upset plant or downstream sewers.

3.3 **Shop.** Contractor shall maintain the shop with necessary tools for minor maintenance and repairs of plant and pump station equipment.

3.4 **Maintenance.** Contractor shall prepare an inventory of lubricants and common replacement parts that could be critical to maintaining operations. With approval of the District, Contractor shall maintain a suitable stock of such parts with an on-hand inventory. Contractor shall carry out all lubrication and preventative maintenance checks, notify the District of any problems requiring capital expenditures or outside services, and coordinate and assist outside service work.

3.5 **Cleanliness.** Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner. Bathrooms shall be cleaned at least twice monthly. Contractor shall provide all cleaning supplies and equipment, and shall collect and remove all trash from inside plant facilities. The District shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries. The District shall also provide and arrange for trash hauling and dumpster service to the plant facility.

3.6 **Availability.** Contractor shall cause a Certified Operator to be available at all times, with a one hour maximum response time to any emergency at the plant or a related operations site, and a maintenance person to be available at all times with a one hour maximum response time to any emergency at the plant or a related operations site. Contractor shall have relief operators available to maintain daily operations and maintenance checks.

3.7 **Repairs.** Contractor shall repair or replace minor item problems that an operator typically would do. For more complex repairs, Contractor shall consult with the District and arrange for outside contract work. Contractor shall monitor, coordinate and oversee contract O&M-type work (this will not apply to major replacements or improvements that would typically be capitalized unless otherwise requested by the District). All work and equipment installed by Contractor shall have a minimum 2-year warranty on parts, labor and installation.

3.8 **Reporting/Records.** Contractor shall furnish all test results and reports required to CDPHE. In addition, Contractor shall submit a monthly report to the Utilities Superintendent by the end of the following month, including the following, at a minimum:

- A. Records of production for the month, including maximum day quantity pumped to High Zone.
- B. Data or graphs indicating storage tank levels.
- C. Water quality data, e.g. average and peak turbidity, coliform test results, chlorine residuals, etc.
- D. Summary of repair and maintenance activities.
- E. Terminal Reservoir storage level.
- F. Itemization of problems experienced.
- G. Cost data or information requested by the District Manager.

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

3.9 Lead & Copper Rule. Contractor shall be responsible for implementing and executing all aspects of the Lead & Copper program as required by CDPHE, including locating and maintaining sampling points in conjunction with CDPHE and collecting all samples and furnishing test results, letters and reports required to CDPHE and the District. Contractor shall also be responsible for notifications to residents of sampling practices.

4. Specific Tasks - Wastewater Treatment

4.1 Laboratory. Contractor shall operate the process control laboratory and provide expendables, including reagents. Tests to be run at lab include: D.O., BOD, & TSS (influent & effluent); MLVSS (sludges) chlorine residual; coagulant dosage optimization (jar tests or other if equipment furnished); turbidity calibration (monitor turbidity continuously with provided equipment) and pH. Contractor shall calculate and plot F:M ratios daily, settlometers, and other monitoring values as required by the District. Contractor shall collect and deliver to a certified laboratory MPN samples and samples for periodic chemical analyses as required.

4.2 Operations. Contractor shall: determine proper return sludge and waste sludge flow rates and optimum chemical feed rates; calibrate, fill and adjust all chemical feeders, mixers, pumps, etc. involved with the treatment processes; maintain optimum D.O. levels in all basins; maintain a suitable inventory of process chemicals, and order and receive chemicals; control dissolved oxygen, recycle flows and waste solids flows so as to attain process efficiency and not upset the plant; manage waste digested sludge operations. Schedule, assist and monitor waste sludge hauling; control waste sludge withdrawals so as to maximize solids content (minimize hauling costs); operate the centrifuge; deep bar screenings and collected grit confined and manage disposal of same; and minimize odor in pretreatment area.

4.3 Shop. Contractor shall maintain the shop with necessary tools for the maintenance and repairs of the plant and pump station equipment.

4.4 Maintenance. Contractor shall prepare an inventory of lubricants and common replacement wear parts that could be critical to maintaining operations. With approval of the District, Contractor shall maintain a suitable stock of such parts with an on-hand status inventory. Contractor shall carry out all lubrication and preventative maintenance checks, and notify the District of any problems requiring capital expenditures or outside services. Contractor shall coordinate and assist outside service work.

4.5 Cleanliness. Contractor shall be responsible for maintaining the cleanliness and appearance of the interior spaces of all plant facilities in a professional manner. Bathrooms shall be cleaned at least twice monthly. Contractor shall provide all cleaning supplies and equipment, and shall collect and remove all trash from inside plant facilities. The District shall be responsible for maintaining the cleanliness and appearances of the exterior building and grounds within the plant property boundaries. The District shall also provide and arrange for trash hauling and dumpster service.

4.6 Availability. The Certified Operator shall be available at all times, with a one hour maximum response time to any emergency at the plant or a related operations site. Maintenance person to be available at all times, with a one hour maximum response time to any emergency at the plant or a related operations site. Have relief operators available to maintain daily operations and maintenance checks.

4.7 Repairs. Contractor shall repair or replace minor item problems that an operator typically would do. For more complex repairs, Contractor shall consult with the District and arrange for outside contract work. This will not apply to major replacements or improvements that would typically be capitalized. Contractor shall monitor, coordinate and oversee contract O&M-type work (this will not apply to major replacements or improvements that would typically be capitalized unless otherwise requested by the District). All work and equipment installed by Contractor shall have a minimum of a 2-year warranty on parts, labor and installation.

4.8 Reporting/Records. Contractor shall furnish test results and required DMRs to CDPHE, and submit a monthly report to the District by the end of the following month, including the following, at a minimum:

- A. Records of loads (flow and BOD) for the month with maximum daily values.
- B. Curves or data showing F:M ratios, loadings, and other data indicated in the O&M manual or designated by the Engineer as needed.
- C. Irrigation water quality data, e.g. average and peak turbidity, coliform test results, OMR C/2 residuals.
- D. Summary of repair and maintenance activities.
- E. Quantity of irrigation water pumped.
- F. Irrigation reservoir storage levels.
- G. Itemization of problems experienced.
- H. Cost data or other information requested by the District.

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

EXHIBIT B
SCOPE OF SERVICES
Reclaimed/Irrigation Water System Operations and Maintenance

Contractor shall provide daily checks, and operate and maintain the Irrigation Stations and Systems and all ancillary irrigation facilities on a seasonal basis, including:

1. Operate and maintain all Reclaimed and Irrigation System pumps and related control equipment at the WWTP, Pond 5 Pumping Station, Mica Court Pump Station and the Ridge Booster Pump Station.
2. Operate and maintain irrigation storage ponds including adjusting pump controls and valves, as necessary, to maintain proper levels.
3. Check and record run time of each pump.
4. Check auto screen clean system at Pond 5 Pumping Station and manually clean, as necessary.
5. Check, maintain and lubricate pumps monthly and as per manufacturer's specifications.
6. Check and adjust packing type seals to manufacturer's specifications.
7. Start up and shut down pump stations.
8. Operate all reclaimed and irrigation system facility valves necessary to facilitate irrigation.
9. Monitor flows in Community Ditch turnout daily, adjust and clean as needed.
10. Operate and monitor water levels in 1.4 MG irrigation reuse water storage reservoir.
11. Maintain reservoir and controls, as needed.
12. Maintain water levels, as needed, to supply irrigation demands.
13. Maintain and repair the floating cover on the 1.4 MG irrigation reuse reservoir, keeping it free of standing water, organic matter and other debris.
14. Check all anchors, outlet structure, fence, and gate and perform repairs as needed to damaged parts.
12. Provide an annual report for the year to the District by March 1 of the following reporting year. Including flows, electrical usage, maintenance and improvements completed and any operational issues that can be corrected in the future.

EXHIBIT C
SCOPE OF SERVICES
Sewage Lift Station Operations and Maintenance

Contractor shall provide weekend and emergency coverage for the operation and maintenance of the Sewage Lift Station, including:

1. Check all pumps and related control equipment.
2. Check generator for oil, temperature, and run times. Coordinate with the District's contractor on servicing and starting the back-up generator.
3. Check and record run times of each pump. This is primarily on the weekends and any other times to assist District staff.
4. Check and lubricate pumps to manufacturer's specifications. Coordinate and oversee annual preventive maintenance service of the pumps with the manufacturer.
5. Check Odor Control system, and coordinate maintenance to manufacturer's specifications.
6. Operate all valves necessary to facilitate Lift Station operations.
7. Have personnel available to answer and respond to all emergency calls from District staff to aid in operation and maintenance of the Lift Station.
8. Record and monitor wet well levels.
9. Provide an annual report for the year to the District by March 1 of the following reporting year. Including flows, electrical usage, maintenance and improvements completed and any operational issues that can be corrected in the future.

EXHIBIT D
SCOPE OF SERVICES
Terminal Reservoir Operations and Maintenance

Contractor shall provide assistance in maintaining and operating the Reservoir and its associated valves and gates, and shall:

1. Monitor and record Parshall Flume flow daily, when in use.
2. Monitor and record Reservoir volume weekly and level daily.
3. Monitor Reservoir condition weekly, including dam piezometer readings and charting.
4. Operate and maintain all equipment necessary to maintain and operate the FRICO pump station (raw water pump station) pumps, and auto strainer.
5. Adjust pump rates to keep Reservoir supplied with water and the pump station's wet well level coordinated with the flow from the ditch.
6. Inform FRICO (Farmers Reservoir and Irrigation Company) of the District's water usage and needs, though the District shall be responsible for ordering water from the Farmers Reservoir and Irrigation Company.
7. Keep the District informed as to Reservoir level and condition,
8. Provide seasonal maintenance requirements for the Sonic Solutions Algae Unit, including removing it from the reservoir, winterizing and storing it properly; and, deploying the unit back into the reservoir sometime in the spring.

**EXHIBIT E
COMPENSATION**

A.	Water Treatment Operations & Maintenance	\$10,333.92	Per Month
B.	Wastewater Treatment Operations & Maintenance	\$20,667.84	Per Month
C.	Reclaimed /Irrigation Operations & Maintenance	\$ 4,133.57	Per Month
D.	Sewage Lift Stations Operations & Maintenance	\$ 4,133.57	Per Month
E.	Terminal Reservoir Operations & Maintenance	\$ 2,066.78	Per Month

Total Monthly Fee: \$41,335.68 Per Month

ADDITIONAL SERVICES RATE SUMMARY

Consulting	\$125/ hour
Management Services	\$100/ hour
Lead Operator	\$100/ hour
Assistant Lead Operator	\$100/ hour
Facility Operator	\$100/ hour
Administrative Staff	\$80/ hour
Mileage Charge	Prevailing IRS Rate
Line Jetting	\$.60/ foot or \$275/ hour + Mileage Case by Case
Root Cutting	\$1.30/ foot or \$400/ hour + Mileage Case by Case
Televising	\$.70/ foot or \$275/ hour + Mileage Case by Case
Locates	\$0 – on site
	\$0/ phone call
Grease Traps	\$0/ visit
Evaluations	\$0
Inspections	\$50/ hour
Lab Testing	Cost + 0%

- Account set up for the District with Certified Laboratory(s) and all lab costs paid directly by the District

Lab Delivery	\$0/ hour + mileage
Material Mark-up	10 %
Backflow Testing	40/ Device
Instrumentation & Controls	\$100/ hour (Emergency Call Out During Business Hours)
	\$125/ hour (Emergency Call Out After Hours)
Fire Hydrant Maintenance	\$30/ Hydrant – repairs are Time & Materials