

**AGREEMENT FOR EMERGENCY**  
**AND**  
**NON-EMERGENCY MAINTENANCE SERVICES**

**This Agreement for Emergency and Non-Emergency Maintenance Services** ("Agreement") is entered into this 18<sup>th</sup> day of October, 2018 to be effective of as of January 1, 2019, by and between the **PLATTE CANYON WATER AND SANITATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as the "District") and **C&L WATER SOLUTIONS, INC.**, a Colorado corporation (hereinafter referred to as "Contractor") whose address is 12249 Mead Way, Littleton, Colorado 80125, telephone number 303-791-2521.

**RECITALS**

**WHEREAS**, District owns, operates and maintains a sanitary sewer collection system ("Collection System") and a potable water distribution system ("Water Distribution System"). The Collection System and the Water Distribution System are hereinafter collectively referred to as the "Systems"; and

**WHEREAS**, the District desires to retain a contractor that will respond 24 hours a day, 7 days a week and promptly provide such emergency repair and maintenance services as are necessary from time to time for the Systems, together with such non-emergency maintenance and repair services as the District may from time to time request; and

**WHEREAS**, Contractor has performed such services for the District in the past and District desires to continue receiving such services from Contractor during 2019 through 2021; and

**WHEREAS**, Contractor represents that it has the personnel and expertise necessary to perform such services for the District, and that it has performed similar services for other public and private entities; and

**WHEREAS**, Contractor represents that it has a successful record of completing work of the highest quality with competent staff in a thorough and timely manner; and

**WHEREAS**, the District's Board of Directors, after reviewing the Contractor's proposal dated September 6, 2018 has determined to retain the Contractor to perform the required services, upon the terms and conditions specified below.

**NOW THEREFORE**, in consideration of the promises set forth herein, the District and Contractor agree as follows:

1. **Scope of Services.** Contractor agrees to provide emergency water and sanitary sewer repair and maintenance services for the Systems ("Emergency Services") and non-emergency water and sanitary sewer repair and maintenance services for the Systems ("Non-Emergency Services") in accordance with the Scope of Services described on Exhibit A (consisting of two pages), as attached hereto and incorporated herein by this reference. The Emergency Services and Non-Emergency Services as described on Exhibit A are hereinafter collectively referred to as the "Services."

2. **Notice to Proceed.** After the effective date of this Agreement and after District has received satisfactory Certificates of Insurance as required by Paragraph 15 below, District will notify Contractor of the need for Emergency Services or Non-Emergency Services as, when, and if such need arises.

The District will notify Contractor of the need for Emergency Services on a case by case basis by calling Contractor by telephone at 303-791-2521, or such other telephone number as Contractor shall hereinafter provide in writing to the District. At the time the call is made by an authorized representative of the District, the representative shall state the general property address where the Emergency Services are desired and generally indicate the type and nature of Emergency Services that are needed. Upon receipt of a call from an authorized District representative, Contractor will respond within one (1) hour on work days during normal business hours and within one and a half (1 1/2) hours after normal business hours during weekdays, or at anytime on the weekends or on holidays. Contractor will at all times maintain the capability of responding to at least two (2) different District sites on an emergency basis at the same time. For the purposes of this Agreement, the term "response by Contractor in an emergency situation" is defined as being onsite with an adequate number of personnel and proper equipment to commence and properly perform to completion all necessary Emergency Services.

If and when there is a need for Non-Emergency Services, the District will notify Contractor of such need in writing on a case by case basis and shall set forth a site specific written Scope of Work, together with a written Notice to Proceed.

3. **Completion of Work.** All Services, whether Emergency or Non-Emergency required under this Agreement shall be performed in a timely manner and diligently completed once a Notice to Proceed has been given by a District representative. Under no circumstances however, shall Contractor be responsible for circumstances beyond Contractor's control, including but not limited to Acts of God, the work of other contractors, work not included in the initial Notice to Proceed, weather problems, or other causes outside of Contractor's control which may delay completion.

4. **Confidentiality of Information.** Subject to the Public (Open) Records Act, Section 24-72-102, et. seq., C.R.S., as amended, Contractor will hold in strictest confidence all information furnished by the District or others during the performance of Services, including the results of any reports or investigations or observations made by

Contractor or communicated to Contractor during its performance of Services. Contractor shall not disclose such information to others without the prior written consent of the District.

5. **Ownership of Work Product.** All documents of whatsoever kind or nature, if any, produced for the District as a result of the performance of Services under this Agreement by Contractor, including but not limited to all printed materials and electronic documents, shall be the sole property of the District and may not be used, sold or disposed of in any manner without prior written approval of the District's representative. All documents produced for the District as a result of Services performed hereunder shall be turned over to the District as and when completed.

6. **Contractor's Warranty.** Contractor guarantees that all Services performed hereunder will be performed in accordance with the standards of care prevailing in the Metro Denver community for services of this nature at the time the Services are performed. In addition and without in any way limiting the foregoing, Contractor guarantees that all Services performed hereunder, including all labor and materials shall be free from defects of whatsoever kind or nature, including defects in workmanship for a period of one (1) year from the date accepted by the District.

7. **Compensation.** The District shall compensate Contractor for Services performed under this Agreement on a time and material basis in accordance with the hourly rates and prices that are more particularly set forth on Contractor's Rate Schedule attached hereto as Exhibit B (consisting of one page) and incorporated herein by this reference. Notwithstanding any other provision contained in this Agreement to the contrary, with the exception of rising fuel costs, Contractor's rates shall remain the same for calendar years 2019 and 2020.

The compensation to Contractor provided for by this Agreement is entire and complete. Contractor has not received and will not receive any other compensation in connection with this Agreement. Contractor warrants that it has not paid or promised to pay any compensation to anyone (except District approved subcontractors and the Contractor's officers and employees) in order to obtain this Agreement. It is further understood and agreed that, subject to the provisions of paragraph 24 below, Contractor will contract with and pay directly all subcontractors, if any, retained by Contractor for any Services that are subcontracted by Contractor.

7.1 **Compensation – Extension Periods.** Commencing on the first day of the "Extension Period" commencing January 1, 2021 (the "Adjustment Date"), Contractor's hourly rates for equipment and personnel may be increased, but by no more than the percentage increase in the Price Index (as hereinafter defined) in effect for the one-year period immediately preceding the Adjustment Date. Notwithstanding the foregoing, in no event shall Contractor's hourly rate be less than the hourly rate in effect for the year immediately preceding the Adjustment Date.

The "Price Index" shall mean the Consumer Price Index for All Urban Consumers ("CPI-U") in Denver, Aurora and Lakewood, not seasonally adjusted (1982-84 = 100 unless otherwise noted), as published by the Mountain-Plains Information Office: U.S. Bureau of Labor Statistics.

8. **Method of Payment.** Contractor shall invoice the District for all Services performed under this Agreement after the Services have been completed, inspected, and accepted by the District. Invoices submitted by Contractor shall include a description of the Services rendered and an itemization of the charges contained therein and, where practical, shall be supported by such data or documents substantiating Contractor's right to payment as the District's manager may reasonably require, including but not limited to, the date the Services were performed, the man hours worked, the name, position and rate of each employee involved in the performance of the Services, the equipment used and the number of hours used, and a list of materials including actual and billed cost, together with copies of requisitions from subcontractors and suppliers, where applicable.

It is contemplated that all invoices submitted by Contractor will normally be paid within thirty (30) days of receipt by the District. However, notwithstanding any other provision contained in this Agreement to the contrary, the District shall have the right to refuse to pay all or any portion of an invoice that is inconsistent with this Agreement. The District may reasonably delay payment until it can verify the accuracy of an invoice, obtain releases or waivers with respect to work covered in the invoice, or resolve a dispute with the Contractor regarding an invoice.

9. **Conflict of Interest.** During the term of this Agreement, Contractor shall not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the Contractor fully performing its obligations under this Agreement or compromises the effectiveness of Contractor.

10. **Records and Audits.** Contractor shall at all times maintain a system of accounting records in accordance with its normal billing procedures, together with supporting documentation for all Services performed under this Agreement. Contractor shall make available for audit and reproduction by the District, all records, in whatever form, related to any and all Services performed under this Agreement. Contractor shall provide such availability during the term of this Agreement and for two (2) years thereafter. Contractor shall refund to the District any charges determined by any District audit to be inconsistent with this Agreement.

11. **Changes in Services.** The District shall have the right to order additions, deletions or changes to any Emergency or Non-Emergency Services authorized under this Agreement, so long as such changes are within the Scope of Services as attached to this Agreement as Exhibit A. Requests for material changes in any Services may be made by a District representative orally or in writing, provided, the oral request shall be confirmed by written request within two (2) days after the oral request. If the District directs



Contractor to proceed with any material change, Contractor shall be paid for the change as agreed by the Parties.

12. **Independent Contractor.** In the performance of Services under this Agreement, Contractor shall be, for all purposes, an independent contractor and not an employee or agent of the District. Contractor and its employees and subcontractors, if any, shall in no way represent themselves to third parties as agents or employees of the District.

The District shall not supervise the work of the Contractor or instruct the Contractor on how to perform the Services. Contractor shall be responsible for the professional quality, technical accuracy, time of completion, and coordination of all Services rendered hereunder. Contractor agrees that all Services shall be performed in accordance with the District's engineering standards and specifications in effect the time the work is authorized, and in accordance with all applicable District rules, regulations, policies and procedures to the extent the Contractor is made aware of the same.

13. **No Unemployment Insurance or Workers' Compensation Benefits.** Contractor is not entitled to unemployment insurance or workers' compensation benefits as a result of the performance of Services for the District. Contractor is required to provide workers' compensation and unemployment insurance benefits for all contractor employees and/or subcontractors retained by Contractor.

14. **Payment of Taxes.** Contractor is fully liable for any federal and state income and withholding taxes, unemployment taxes, FICA taxes, and worker's compensation payments and premiums applicable to any Services, or additional services performed under this Agreement. Contractor shall indemnify the District for any liability resulting from nonpayment of any such taxes and sums.

15. **Insurance.** Neither Contractor nor any subcontractor, agent, or employee thereof shall commence work on any Services authorized under this Agreement until the following minimum insurance coverages have been obtained:

(a) **Workers' Compensation and Employer's Liability Insurance.** Contractor and each subcontractor shall carry Worker's Compensation and Employer's Liability Insurance to cover liabilities under the laws of the State of Colorado in connection with the Services performed under this Agreement. Contractor and each subcontractor, if applicable, shall carrier a separate policy.

(b) **Commercial General Liability Insurance.** Contractor and each subcontractor, if any, shall carry Commercial General Liability Insurance, which shall include blanket contractual liability coverage. Such insurance shall be in the amount of \$1,000,000 for each occurrence and \$2,000,000 general aggregate in combined single limit coverage for bodily injury and property damage.

(c) **Automobile Liability Insurance.** Contractor and each subcontractor, if applicable, shall carry Automobile Liability Insurance to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement. Such insurance shall be in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate and combined single limit coverage for bodily injury and property damage.

Prior to commencing any Services under this Agreement, Contractor shall provide the District a Certificate of Insurance evidencing the policies required by this paragraph as well as the amounts of coverage for the respective types of coverage required. The required Commercial General Liability and Automobile Liability policies shall: (i) name the District as an additional insured for coverage only, with no premium payment obligation; and (ii) provide that the coverage for the District shall not be impaired by Contractor's or any subcontractors' failure to comply with any of the terms or conditions of the policy. Contractor and each subcontractor shall provide Certificates of Insurance (and renewals thereof) identifying this Agreement and demonstrating that the required coverages have been obtained. Contractor shall not allow any subcontractor, agent or employee to commence work on any Services until appropriate Certificates of Insurance has been obtained and approved by the District. The coverages specified in each Certificate of Insurance shall not be terminated, reduced or modified without providing at least thirty (30) prior written days notice to the District.

16. **Compliance with Laws.**

(a) **Excavation Statute.** In performing Services, under this Agreement, Contractor shall at all times comply with all applicable laws, rules and regulations, including but not limited to the Colorado Workers' Compensation Act and all federal, state and local laws. By way of explanation and not limitation Contractor shall comply with all certification and training requirements required by Section 25-9-101, C.R.S., et. seq., and all notification and other requirements imposed by the Excavation Requirements Statute 9-1.5-101, C.R.S., et. seq., including notifying the Utility Notification Center of Colorado (UNCC) for locates prior to any excavation. Contractor warrants and represents to the District that all work performed hereunder by Contractor on the District's System shall be performed by or under the supervision of an employee of Contractor who has obtained all certifications and satisfied all education requirements necessary to perform Services on the District's Systems as required by law. At a minimum, each such employee shall be at least a Class 3 Wastewater Collection System Operator and a Class 3 Water Distribution System Operator as certified by the Water and Wastewater Facility Operator's Certification Board of Colorado.

Notwithstanding any other provision contained in this paragraph to the contrary the Contractor shall not be required to obtain street cut permits from either Arapahoe County, Jefferson County, the City of Littleton. The District shall obtain all street cut permits when necessary; provided, however, that the Contractor agrees to

perform all work, including but not limited to the excavation, backfilling and compaction of any excavation in strict compliance with the requirements set forth in any and all street cut permits that are obtained by the District.

(b) **Illegal Aliens.** In addition to Paragraph 16(a) above, Contractor certifies that Contractor shall comply with the provisions of Section 8-17.5-101, C.R.S., et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement, or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Contractor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under the Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing Services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall: (i) notify the subcontractor and the District within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contract with an illegal alien. Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach and the Contractor shall be liable for actual damages to the District. If the Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

17. **Indemnification.** Contractor hereby expressly agrees to defend, indemnify and hold harmless the District, its officers, agents, employees and insurers against any and all liability, loss, damage, action, cause of action or expense of whatsoever kind or nature (including court costs and reasonable attorneys' fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity, which arises out of or is caused by any negligent or wrongful act or omission of the Contractor, its officers, agents or employees (or the Contractor's subcontractors, or any of said subcontractor's officers, agents or employees) in connection with, or in any way arising out of this Agreement. Contractor's obligation to defend and indemnify shall survive termination of this Agreement.

18. **Acceptance Not A Waiver.** The District's approval of any Services and the payment therefore shall not in any way relieve Contractor of responsibility for the

quality of the workmanship and materials incorporated into any job or project. The District's approval, acceptance of, or payment for any Services shall not be construed to operate as a waiver of the District's rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.

19. **Term.** This Agreement shall commence on January 1, 2019, and shall expire on December 31, 2019 (the "Initial Term"), unless sooner terminated or extended as provided herein. The Term of this Agreement shall be automatically extended and renewed for two (2) separate and successive periods of one (1) year each (each an "Extension Period"), unless District or Contractor provides the other Party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-existing Term. For purposes of this Agreement, the Initial Term and the Extension Periods (to the extent neither Party delivers a notice of non-renewal) shall be referred to as the "Term" of the Agreement. During the Term of this Agreement, all terms, covenants, and conditions of this Agreement shall be and remain in full force and effect. .

20. **Suspension/Termination.** The District reserves the exclusive right to suspend all or any portion of the Services by giving fourteen (14) days prior written notice to the Contractor. The District may also terminate this Agreement for any reason upon thirty (30) days prior written notice to the Contractor. If this Agreement is terminated or suspended either in whole or in part, the District shall pay the Contractor equitably for all Services properly performed prior to the effective date of such suspension or termination. If any of the Emergency Services, or Non-Emergency Services authorized hereunder are suspended by the District and the Contractor is not given an order to resume work within thirty (30) days from the effective date of the suspension, this Agreement shall be considered terminated. Upon termination, Contractor shall immediately deliver to the District any documents then in existence that have been prepared by the Contractor pursuant to this Agreement.

21. **Default.** Every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either Party shall fail or refuse to perform according to the material terms of this Agreement, such Party may be declared in default by the other Party by a written notice.

22. **Remedies.** In the event a Party has been declared in default, such defaulting Party shall be allowed a period of fifteen (15) days within which to correct or commence correcting, the default. In the event the default has not been correct or begun to be corrected, or the defaulting Party has ceased to pursue the correction with due diligence, the Party declaring default may elect to (a) terminate this agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event Contractor fails or neglects to perform the Services of this Agreement, the District may elect to correct such deficiencies and charge consultant for the full cost of the corrections.

23. **No Multiple Fiscal Year Obligations.** No provision of this Agreement shall be construed or interpreted as creating an indebtedness or a multiple fiscal year direct or indirect debt or other multiple year financial obligation whatsoever of District within the meaning of any constitutional or statutory debt limitation provision including, without limitation, Article XI, Sections 1, 2, and 6 and Article X, Section 20 of the Colorado Constitution. This Agreement shall not directly or indirectly obligate the District to make any payment beyond the funds legally available to it for the then current fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of monies of the District, nor shall any provision of this Agreement restrict or limit the discretion of the District in the budgeting and appropriation of its funds. Further, the District shall notify Contractor if funds are exhausted for any fiscal year, and Contractor may, at its discretion, decide whether to continue working for the District during that fiscal year.

24. **Assignment and Subcontractors.** Contractor shall not assign to any other person or firm the performance of any of the Services hereunder in whole or in part, without the prior written approval of the District, which may be withheld for any reason. All work under this Agreement shall be performed under Contractor's direct supervision and control. Subject to the provisions of this Paragraph 24, this Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.

25. **Non-Exclusive Agreement.** District and Contractor agree that this is not an exclusive agreement, and District may retain other contractors to perform similar services, at the District's sole discretion.

26. **Compliance with Bid Statutes.** Except for emergencies, nothing contained in this Agreement shall be construed as authorizing Contractor to perform any work that by law the District may contract for only through the public bid process required under the provisions of Section 32-1-1001(1)(d)(I), C.R.S.

27. **Force Majeure.** The Parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by Acts of God, flood, fire, war or public enemy.

28. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

29. **Governmental Immunity.** The Parties understand and agree that the District is relying upon, and has not waived, the monetary limitations of \$387,000 per person, \$1,093,000 per occurrence, and all other rights, immunities and protections provided the District by the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., at the Act now exists or may hereafter be amended from time to time.



30. **Entire Agreement.** This Agreement constitutes the entire Agreement between the District and Contractor and replaces all prior written or oral agreements and understandings. It may be altered, amended or repealed, only by a duly executed written instrument.

31. **Effective Date.** This Agreement shall be effective in accordance with its terms as of January 1, 2019.

32. **Interpretation.** If there is any uncertainty in the interpretation of any provision of this Agreement, all of the provision of this Agreement shall be construed on the basis that all Parties hereto assisted in the drafting and finalization hereof.

33. **Severability.** The terms of this Agreement are severable. If any term of this Agreement is found to be unlawful, the remaining terms shall remain in full force and effect, and the Parties agree to negotiate a substitute term of equivalent value or effect.

34. **Special District Act.** This Agreement is made under and is conformable to all of the requirements imposed by law upon a special district operating in the State of Colorado, including but not limited to, the Colorado Special District Act, Section 32-1-101, et. seq., C.R.S. In so far as applicable, the Special District Act and any other provision of law pursuant to which the District operates shall supersede any apparently conflicting provisions otherwise contained in this Agreement.

35. **Notice.** All notices required or given under this Agreement shall be in writing and shall be deemed effective: (a) when delivered personally to other Party; or (b) seven (7) days after depositing in the United States Mail, First Class Postage Prepaid, addressed as follows: or (c) when sent by facsimile transmission and receipt is confirmed by returned facsimile transmission.

If to Contractor:     Larry Larson  
                                 C&L Water Solutions, Inc.  
                                 12249 Mead Way  
                                 Littleton, Colorado 80125

If to District:         Patrick Fitzgerald  
                                 District Manager  
                                 Platte Canyon Water and Sanitation District  
                                 8739 W. Coal Mine Ave.  
                                 Littleton, CO 80123

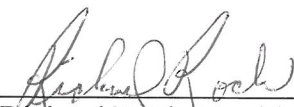
With a Copy To:     Timothy J. Flynn  
                                 Collins Cockrel & Cole  
                                 390 Union Blvd., Suite 400  
                                 Denver, Colorado 80228

Or such other persons or addresses that the Parties may hereafter designate in writing.


**IN WITNESS WHEREOF**, the Parties have executed this Agreement in duplicate original as of this 18<sup>th</sup> day of October, 2018.

This Agreement must have the signature of an authorized representative of Contractor and the District on both original copies.

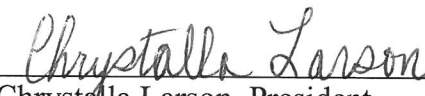
PLATTE CANYON WATER AND  
SANITATION DISTRICT, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

By:   
Richard Rock, President


Attest:

  
William D. Buckner, Secretary

C&L WATER SOLUTIONS, INC., a  
Colorado corporation

By:   
Chrystalla Larson, President

Attest:

  
Christopher Larson, Secretary

## **EXHIBIT "A"**

### **Scope of Services**

The following Scope of Work is divided into two segments: Emergency and Non-Emergency Services. Contractor agrees to supply all necessary labor, equipment, and material to fully perform the following:

A. Emergency Repair and Maintenance Services.

Contractor shall maintain at all times, at its sole cost and expense, a 24 hour message receiving service capable of receiving emergency calls and conveying them in time for prompt, effective response and repair. Contractor will respond to an emergency situation within one (1) hour of receiving an emergency call on work days during normal business hours and within one and a half (1 1/2) hours during the evening, on weekends, or on holidays. Contractor shall at all times maintain the capability of responding to at least two different sites within the District on an emergency basis at the same time.

Contractor agrees to maintain a broad range of commonly used water and sanitary sewer repair materials, including, but not limited to, pipe repair clamps, pipe couplings, and water and sanitary sewer pipe of various sizes. Said materials shall be provided upon the approval of an authorized District employee at a cost not to exceed the Contractor's actual cost plus twenty (20%) percent.

B. General Repair and Maintenance Services.

Contractor shall provide, upon receipt of written Notice to Proceed, all equipment, labor and materials to effectuate water and sanitary sewer system repairs and maintenance at the request and pursuant to the authorization of the District's manager or his designee. Sanitary sewer repair and maintenance work shall not include sewer flushing or cleaning, television inspections, mechanical or chemical root treatment.

C. Excavation/Backfill Activities.

When excavation is required in Jefferson County, Arapahoe County, or the City of Littleton, Contractor shall perform work in compliance with all applicable County and/or City regulations. Contractor shall not be responsible for obtaining County or City street cut permits, but will be responsible for complying with all City and County excavation, backfill and compaction requirements. Excavation and backfilling services shall not include street resurfacing, unless specifically authorized in writing by the District manager or his designee. District reserves the right to obtain street resurfacing services from another contractor.

D. Designation of Emergency Situations.

The District shall have complete discretion for determining when a repair or maintenance situation is deemed an emergency requiring the immediate response of the Contractor.

E. Miscellaneous.

The District's primary objective in entering into this Agreement is to obtain emergency repair and maintenance services when needed and to the extent necessary, as determined by the District, to fully repair and/or restore any unintended breaks, blockages or other damage or malfunctions sustained by District water and sewer lines, valves and related equipment from time to time. The emergency services to be provided by Contractor hereunder shall include any services reasonably inferable by Contractor as necessary to produce the results intended by this Agreement.

## Exhibit B

12249 Mead Way, Littleton, CO 80125  
303.791.2521 phone 303.791.2524 fax

1178 West 1700 South, Marriot-Slaterville, UT 84404  
303.791.2521 phone 303.791.2524 fax



## PROPOSAL

TO: Platte Canyon W&S District  
FOR: 2019 Rate Schedule for Field Operations & Maintenance Program  
DATE: September 6, 2018

SCHEDULE I - HOURLY RATES-EQUIPMENT:

15' Tractor/loader/backhoe	\$ 67.00	HR
318 Excavator	\$ 130.00	HR
Move-in & out for excavator	\$ 500.00	LS
460 Volvo Excavator	\$ 145.00	HR
Move-in for the Volvo	\$ 800.00	LS
Tandem axle dump truck	\$ 45.00	HR
Service truck	\$ 30.00	HR
Shoring equipment	\$ 220.00	DAY
Air compressor with tools	\$ 117.00	DAY
Jumping jack compactor	\$ 90.00	DAY
Walk behind roller compactor	\$ 220.00	DAY
Small equipment, i.e. pumps, generator, lights, saws, locators, etc.	\$ 50.00	EA Per Job
Light Plant	\$ 330.00	Job
Vacuum Trailer w/crew	\$ 220.00	HR
Confined Space Entry	\$ 220.00	EA
Leak Locator	\$ 220.00	HR
Inlet Protection & sediment control	\$ 90.00	EA

SCHEDULE II - HOURLY RATES-PERSONNEL:

	Regular Rate		OT Rate	
Supervisor / Foreman	\$	87.00 HR	\$	130.50 HR
Equipment Operator	\$	70.00 HR	\$	105.00 HR
Pipeline Technician	\$	63.00 HR	\$	94.50 HR
Truck Driver	\$	63.00 HR	\$	94.50 HR
Laborer	\$	45.00 HR	\$	67.50 HR

*Emergency work performed before 8:00 AM and after 5:00 PM will be subject to overtime.*

The above rates are good for two years, with the exception of fuel, if it keeps rising.

Material Cost plus 25%

One year warranty on material and workmanship after installation or repair.

C & L Water Solutions, Inc.

Platte Canyon W&S District

By Chris Larson  
Date: 10-15-2018

By \_\_\_\_\_  
Date: \_\_\_\_\_

Please sign and return one copy.