



City of Hartford * County of Van Buren * State of Michigan

TO: Mayor Danger and the Hartford City Commissioners

FROM: Nicol Pulluam, City Manager 

DATE: June 22, 2026

RE: **APPROVAL OF RENEWAL AND AMENDMENT OF PROFESSIONAL SERVICE AGREEMENT AT THE WWTP WITH CERTIFIED OPERATOR SERVICES, LLC**

ITEM BEFORE THE COMMISSION:

The item before the Commission is to approve Certified Operator Services, LLC, as the contracted company to operate the City of Hartford's Wastewater Treatment Plant.

DISCUSSION:

Certified Operator Services, LLC, represented by Quentin Clark, has served as the City's contractor for the Wastewater Treatment Plant over the past year. He has been providing monthly updates to the Mayor and City Commission regarding his progress. During the WWTP workshop in February, Mr. Clark outlined key objectives that the City should aim to achieve over the next couple of years. Mr. Clark spoke of some of the challenges he is experiencing.

The City's long-term objective is to transition operational responsibility for the WWTP to a licensed City staff operator. The City advertised for a WWTP operator on the Michigan Rural Water website; unfortunately, the City did not receive one application.

Certified Operator Services is proposing a three-year contract at \$285,000 per year to operate the WWTP plant and bring in its staff. The City is making a counteroffer for a two-year contract, to be in conjunction with the IRP contract, ending on June 30, 2028. The two-year contract will be contingent upon Quentin Clark receiving his level C WWTP Operator's certification by January 2027. Certified Operator Services will be responsible for either hiring a C Operator or obtaining permission from EGLE to operate the WWTP as a D Operator.

RECOMMENDATION:

The City Commission of Hartford approves the extension of the contract with Certified Operator Services, LLC, as the contractor for the Wastewater Treatment Plant. This extension is for an additional 2 years and expires on June 30, 2028. Also, the commission authorizes the City Manager to sign the agreement on behalf of the City.

**RENEWAL AND AMENDMENT OF
PROFESSIONAL SERVICES AGREEMENT
(WASTEWATER TREATMENT PLANT SERVICES)**

This Renewal and Amendment of Professional Services Agreement (this “**Renewal and Amendment**”) is entered into as of _____, 2026 (the “**Effective Date**”), by and between the **City of Hartford**, a Michigan municipal corporation with offices at 19 West Main Street, #1, Hartford, Michigan 49057 (the “**City**” or “**Owner**”), and **Certified Operator Services LLC**, a Michigan limited liability company with offices at 6759 Pine Court, Coloma, Michigan 49038 (the “**Operator**”). The City and the Operator are referred to in this Renewal and Amendment individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. The Parties entered into a Professional Services Agreement dated May 9, 2025 (the “**Original PSA**”), pursuant to which the Operator agreed to provide professional operator and consulting services to the City covering both the City’s wastewater treatment plant and the City’s drinking water treatment and distribution system.
- B. The Original PSA, by its terms, expires at midnight on July 1, 2026.
- C. The Parties have renewed the Original PSA for an additional two-year term, but only with respect to the drinking water treatment and distribution system. They now wish to renew the wastewater treatment plant services previously covered by the Original PSA.
- D. Except as expressly modified by this Renewal and Amendment, the Parties intend that all terms and conditions of the Original PSA remain in full force and effect.

AGREEMENT

In consideration of the mutual covenants and promises set forth in this Renewal and Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

- 1. **Renewal of the Original PSA.** The Parties hereby renew the Original PSA for an additional term of two (2) years, commencing July 1, 2026 and expiring at midnight on June 30, 2028, with respect to the Wastewater Treatment Plant Operations Services described in the proposal dated June 2, 2026, which is attached as Exhibit A and which supersedes and replaces the proposal dated May 12, 2025 that was incorporated into the Original PSA.
- 2. **Subcontractors.** The “Consultants” provision of the Original PSA permits the Operator to engage consultants and subcontractors. That right is qualified by this Section. The Operator shall not engage any Subcontractor to perform any portion of the Services without the prior written approval of the City Manager, which approval shall not be unreasonably withheld, conditioned, or delayed. The Operator shall remain fully responsible and liable for all Services performed under the Original PSA, as renewed and amended, including any portion of the Services performed by any subcontractor, sub-consultant, or other third party engaged by the Operator (each, a “Subcontractor”). The Operator shall require that each Subcontractor performing any portion of the Services be bound by terms and conditions no less protective of the City than those applicable to the Operator under the Original PSA, as renewed and amended by this Renewal and Amendment, including without limitation the provisions addressing scope of services, performance standards, insurance, indemnity, limitation of liability, ownership of instruments of service, and confidentiality. No subcontract shall relieve the Operator of any of its obligations under the Original PSA, as renewed and amended, and the City shall have no obligation to, and no contractual relationship with, any Subcontractor. The Operator shall ensure that each Subcontractor maintains insurance coverage consistent with the requirements applicable to the Operator and that the City is named as an additional insured to the same extent required of the Operator.

3. Termination. The Termination provision of the Original PSA is amended and restated in its entirety as follows. The Original PSA may be terminated only as set forth in this Section 4.

a. Termination by the City for Convenience. The City may terminate the Original PSA, as renewed and amended by this Renewal and Amendment, for convenience upon not less than ninety (90) days' prior written notice to the Operator.

b. Termination by the Operator for Convenience. The Operator may terminate the Original PSA, as renewed and amended by this Renewal and Amendment, for convenience upon not less than one hundred eighty (180) days' prior written notice to the City. This extended notice period is intended to ensure that the Operator does not withdraw from service in a manner that leaves the City without licensed operator coverage during the transition contemplated by Section 3. The Parties acknowledge that this extended notice obligation is a material inducement to the City to enter into this Renewal and Amendment.

c. Termination for Cause. Either Party may terminate the Original PSA, as renewed and amended by this Renewal and Amendment, for cause upon thirty (30) days' prior written notice to the other Party specifying the alleged cause, if the other Party fails to cure the cause within that thirty (30) day period.

d. Effect of Termination. Upon any termination, the Operator shall be paid by the City for all Services performed through the termination, as well as all costs necessary to demobilize from the site, in accordance with the Original PSA. The Operator shall cooperate in good faith to effect an orderly transition of operational responsibility on a schedule reasonable under the circumstances of the termination.

e. Replacement of Prior Termination Provision. The forty-five (45) calendar day mutual termination right set forth in the "Termination" provision of the Original PSA is superseded by this Section 4 and shall no longer apply.

4. Continuing Effect; Conflict. Except as expressly modified by this Renewal and Amendment, all terms and conditions of the Original PSA remain in full force and effect during the renewal term and are incorporated herein by reference, including without limitation the provisions of the Original PSA addressing description of project and scope of services, payment, owner representative, owner responsibilities, changes, delays, consultants, indemnity, performance standards, limitation of liability, insurance, site access, differing or changing physical conditions, construction phase services, spread of contamination, failure to encounter hazardous materials, permits and approvals, waiver, enforceability, severability, ownership of instruments of service, dispute resolution, no third-party beneficiaries, assignment, miscellaneous, and electronic/facsimile signatures. In the event of any conflict between the terms of this Renewal and Amendment and the terms of the Original PSA, the terms of this Renewal and Amendment shall control.

5. Counterparts and Electronic Signatures. This Renewal and Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted by electronic means shall be deemed original signatures for all purposes.

In Witness Whereof, the Parties have executed this Renewal and Amendment as of the Effective Date.

CITY OF HARTFORD

By: _____

Name: _____

Title: _____

Date: _____

CERTIFIED OPERATOR SERVICES LLC

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A



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616.916.3952

June 2, 2026

City of Hartford
19 W. Main St.
Hartford, MI 49057

ATTN: Ms. Nicol Pulluam

**PROPOSAL FOR PROFESSIONAL SERVICES:
CITY OF HARTFORD, MICHIGAN
WASTEWATER TREATMENT PLANT OPERATIONS MANGEMENT**

Dear Mrs. Pulluam,

Certified Operator Services LLC is an independently owned contracting company specializing in municipal wastewater operations oversight, planning, consulting, and operator training throughout Michigan. We provide expert support in administering wastewater treatment operations and regulatory compliance, ensuring accurate data collection, reporting, and coordination with the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

1. EXECUTIVE SUMMARY

Certified Operator Services LLC (COS) proposes to provide **full-service wastewater treatment plant operation, staffing, and management services** for the **Hartford Rotating Biological Contactor (RBC) Wastewater Treatment Plant**. COS will supply licensed personnel, serve as Operator in Charge (OIC), and assume day-to-day operational responsibility for the facility to ensure regulatory compliance, reliable treatment performance, and safe operation.

This proposal is structured consistently with Certified Operators Services' full-service operations philosophies, and reflects proven, operator-driven practices focused on compliance, reliability, and cost control.

2. SCOPE OF SERVICES

I. Staffing and Operations Coverage

Certified Operator Services shall provide staffing sufficient to ensure continuous, compliant operation of Hartford WWTP, including weekday operations, routine weekend checks, and on-call emergency response. Routine weekend coverage is



expected to consist of limited operational checks, unless conditions require additional response.

II. Operator in Charge (OIC)

Certified Operator Services shall provide a licensed Operator in Charge (OIC) for Hartford WWTP and shall:

- Assume regulator responsibility for the wastewater treatment plant operations
- Direct operational decisions affecting compliance
- Coordinate with EGLE and other regulatory agencies
- Oversee corrective actions as necessary to maintain compliance

III. Treatment Process Operations (RBC)

Certified Operator Services shall operate and oversee all treatment processes including:

- Headworks and preliminary treatment
- Primary clarification and solids handling
- RBC biological contactors
- Monitoring of dissolved oxygen, loading rates, and biological performance
- Secondary clarification and solids handling
- Disinfection and effluent discharge systems

IV. Laboratory Testing & Sampling

Certified Operator Services shall provide routine laboratory testing as outlined in the WWTP NPDES permit, including:

- Influent and effluent sample collection
- Performance of required in-house lab analysis
- Documentation and record keeping of lab results
- Review of lab data for compliance trends
- Maintaining the labs QA/QC program

Cost of lab supplies and third-party lab services shall be the City's responsibility.

V. Compliance & Reporting

Certified Operator Services shall provide comprehensive compliance support, including:

- Oversight of NPDES permit compliance
- Maintenance of operational, laboratory, and compliance records
- Preparation and submittal of Monthly Discharge Monitoring Reports (DMR)
- Support during regulatory inspections
- Response to compliance inquiries and corrective action requirements



VI. Industrial Pretreatment Program (IPP) Support

Certified Operator Services shall provide technical support services related to the City's Industrial Pretreatment Program (IPP), including:

- Conducting IPP inspections or permitted industrial users as required by state and federal law
- Monitor industrial discharge compliance
- Preparation of IPP inspection reports documenting observations, findings, and technical recommendations
- Review of industrial user impacts on the wastewater treatment system, including operational and compliance considerations
- Initiate appropriate enforcement actions against non-compliant dischargers in accordance with federal and state regulations

All IPP enforcement actions, regulatory determinations, and formal communications with permitted and categorical industrial users shall remain the sole responsibility of the City, including, but not limited to:

- *Issuance of notices of violations*
- *Permit enforcement or modification*
- *Legal or regulatory correspondence*
- *Certified Operator Services' role under this section is technical and advisory only.*

VII. Maintenance & Asset Oversight

Certified Operator Services shall perform and oversee routine maintenance necessary for reliable operation, including:

- Routine preventative maintenance
- Minor corrective maintenance related to operation
- Identification of major maintenance or capital repair needs
- Coordination with the City for major repairs or contracted services

Cost of maintenance consumables and supplies shall be the City responsibility.

VIII. Coordination with 3rd-Party Consultants

Certified Operator Services will coordinate with the City's engineers, attorneys, and other third-party consultants regarding WWTP operations, compliance matters, projects, and proposed improvements, as requested by the City. This coordination may include participating in meetings, providing operational input, reviewing project-related information from an operator's perspective, assisting with communication between parties, and helping ensure that recommendations or project decisions are practical, achievable, and aligned with the day-to-day operation of the WWTP.

Certified Operator Services' role under this section is advisory and operational in nature. Certified Operator Services will not provide engineering, legal, or other professional services requiring licensure outside of its qualifications, and final



decisions regarding engineering design, legal interpretation, regulatory strategy, project authorization, and expenditure of City funds shall remain with the City and its designated professionals.

IX. Snow Removal and Facility Maintenance

Certified Operator Services shall provide snow removal for safe and reliable access by Ops staff:

- Snow removal at the WWTP only
- Housekeeping within treatment buildings
- Maintenance of safe access and working conditions

X. Emergency Response

Certified Operator Services shall provide emergency response services as required.

- Emergency Response Rate: \$400 for the first two hours and \$250 per hour after that. This will be billed in 15-minute increments.

3. PRICING

I. Certified Operator Services proposes a fixed monthly operations fee that includes staff, operations, routine maintenance, laboratory testing, grounds keeping, and snow removal.

- **Monthly Fee:**
\$23,750 per month
- **Annual Cost:**
\$285,000 per year

II. Pass-Through Costs – if any (Not included in Monthly Fee)

- Lab supplies: cost +10.5%
- Third-party lab services: cost +10.5%
- Maintenance consumables and supplies: cost + 10.5%
- Major repairs and capital projects

All services outside of the defined scope will be billed at rates outline in the PSA.

4. CONTRACT TERM OPTIONS

Certified Operator Services offers the following contract terms:

- Three-Year Agreement at a rate of **\$23,750/ month (\$285,000/year)** with 6% increase in months 13-24 and 25-36

5. EXCLUDED SERVICES

Unless specifically authorized in writing, the following services are excluded:

- Engineering design or construction management
- Capital improvement projects



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- Legal or regulatory enforcement defense
- Services outside of the defined scope or staffing model

6. INSURANCE & CONTRACT TERMS

Certified Operator Services shall maintain insurance coverage and contractual terms consistent with its standard Professional Services Agreement, including permit limits

7. ACCEPTANCE

Upon acceptance, Certified Operator Services shall coordinate staffing, transition planning, and operational handoffs with the City and its current operators to ensure continuity of service.

We appreciate the opportunity to partner with the City of Hartford in support of its wastewater operations and look forward to the possibility of working together. Please feel free to contact me with any questions regarding this proposal.

Respectfully,

Quentin Clark, President

Certified Operator Services LLC
qclark@certified-ops.com

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