

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 17-R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING AN  
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE TOWN AND  
RAMEY ENVIRONMENTAL COMPLIANCE, INC. FOR WASTEWATER  
TREATMENT FACILITIES SERVICES (CONTRACT WASTEWATER  
OPERATIONS SERVICES)**

**WHEREAS**, the Town of Mead is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and; and

**WHEREAS**, the Town has need of professional services to support the ongoing operations of the Town’s wastewater treatment facilities (“Services”); and

**WHEREAS**, the Town requested proposals from qualified firms licensed in the State of Colorado to provide the Services and received two (2) responsive proposals by the applicable deadline; and

**WHEREAS**, Town staff and the Town’s consulting engineer (JVA) have reviewed the proposals submitted and recommend that the Town enter into an Agreement for Professional Services (“Agreement”) with Ramey Environmental Compliance, Inc., a Colorado corporation (“Contractor”); and

**WHEREAS**, a copy of the Agreement is attached to this Resolution as **Exhibit 1**; and

**WHEREAS**, the Agreement establishes an annual not-to-exceed amount of \$171,500.00; and

**WHEREAS**, the Board of Trustees desires to: (1) approve the Agreement in substantially the form attached to this Resolution, (2) delegate authority to the Mayor to execute the Agreement on behalf of the Town when in final form and following the review and approval of the Town Attorney.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

**Section 1.** The Board of Trustees hereby: (a) approves the Agreement in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney in cooperation with the Town Manager to make non-material changes to the Agreement that do not materially increase the Town’s obligations; (c) authorizes the Mayor to execute the Agreement when in final form and following the review and approval of the Town Attorney.

**Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 3. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

**INTRODUCED, READ, PASSED, AND ADOPTED THIS 12<sup>TH</sup> DAY OF FEBRUARY, 2024.**

**ATTEST:**

**TOWN OF MEAD:**

By: \_\_\_\_\_  
Mary E. Strutt, MMC, Town Clerk

By: \_\_\_\_\_  
Colleen G. Whitlow, Mayor

**Exhibit 1**

Agreement for Professional Services

Ramey Environmental Compliance, Inc.  
Wastewater Treatment Facilities Services  
(Contract Wastewater Operations Services)

*[form Agreement attached]*

**Town of Mead, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name: Wastewater Treatment Facilities Services (Contract Wastewater Operations Services)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and Ramey Environmental Compliance, Inc, a Colorado corporation with offices at 5959 Iris Parkway, Suite A, Frederick, Colorado 80504 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

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. Services. 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 (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. 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 meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor's services.

## II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **December 31, 2024** or until terminated as provided herein. The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation by the Town.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor's receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In

the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor's receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

### **III. REPRESENTATIVES AND SUPERVISION**

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor's performance of Services hereunder shall be the Town Manager or his or her designee ("Town Representative"). The Town Representative shall act as the Town's primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Wayne Ramey, President ("Contractor Representative"). The Contractor Representative shall act as the Contractor's primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

#### IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed One Hundred Seventy One Thousand Five Hundred Dollars and Zero Cents (\$171,500.00) (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town’s acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on     [insert date here, if applicable]    .

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services

- Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. 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. PROFESSIONAL RESPONSIBILITY

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

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms 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 including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

## VI. INDEPENDENT CONTRACTOR

A. General. 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.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and



standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

B. Insurance Coverage and Employment Benefits. The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

C. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

## VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

- The Contractor shall secure and maintain the following (“Required Insurance”):
- Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Comprehensive General Liability insurance with minimum combined single limits of Two Million Dollars (\$2,000,000.00) each occurrence and of Eight Million Dollars (\$8,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor’s owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  - Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Pollution Liability Insurance with minimum combined single limits of Two Million Dollars (\$2,000,000.00) each occurrence and of Eight Million Dollars (\$8,000,000.00) aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all

Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

- Excess Liability Insurance with a minimum limit of coverage of Four Million Dollars (\$4,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder

B. Additional Requirements. 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 thirty (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. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, 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. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

**IX. [RESERVED].**

**X. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

**XI. RECORDS AND OWNERSHIP**

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or

accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

## **XII. 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 Weld 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 obligations of this Agreement.

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

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

**If to the Town:**

**If to Contractor:**

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Ramey Environmental Compliance, Inc. Attn: Linda Ramey P.O. Box 99 Firestone, Colorado 80520
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd., Suite 300 Greenwood Village, Colorado 80111	With Copy to: Ramey Environmental Compliance, Inc. 5959 Iris Parkway, Suite A Frederick, CO 80504

E. 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.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. 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.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars

(\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that,

such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

T. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

U. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

V. Web Accessibility Compliance Requirements. In the event the Services include Services related to the Town internet or intranet, or otherwise require the Contractor to provide documents that will be posted to the Town website, Contractor shall provide the Services subject to all applicable web accessibility requirements of C.R.S. § 24-34-802, as the same may be amended from time to time.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

*SIGNATURE PAGES FOLLOW*



**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF MEAD, COLORADO**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of execution: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Marcus McAskin, Town Attorney

**CONTRACTOR:**

**RAMEY ENVIRONMENTAL COMPLIANCE, INC.,** a Colorado corporation

By: \_\_\_\_\_  
R. Wayne Ramey, President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by R. Wayne Ramey as President of Ramey Environmental Compliance, Inc., a Colorado corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
*(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))*

[SEAL]

**EXHIBIT A**  
**SCOPE OF SERVICES**

Ramey Environmental Compliance, Inc. (“Contractor”) will perform those services set forth and described in Contractor’s proposal dated January 5, 2024 titled:

*Town of Mead Water Treatment Facility  
Contract Wastewater Operations Services,*

a copy of which is attached to this Agreement and incorporated herein by reference (the “Contractor Proposal”).

To the extent of any conflict between the Agreement and any term or provision of the Contractor Proposal, the terms in the Agreement shall supersede and control.

Specifically, the Contractor shall perform daily site visits seven (7) days a week to the Town of Mead’s wastewater treatment facility, located at 4505 East Welker Avenue, Mead, Colorado 80542 (“Mead WWTF”) which includes the Raterink lift station (RLS) located adjacent to Weld County Road (WCR) 34 on the north side just east of the intersection between I-25/Frontage Road and WCR 34.

On a monthly basis, Contractor will provide an inspection of the Lake Thomas wastewater treatment facility and its small lift station (“Lake Thomas WWTF”), located at 5423 County Road 32, Mead, Colorado 80542.

On an annual basis, Contractor will arrange to have a third-party vendor calibrate all flow meters at the Mead WWTF and Lake Thomas WWTF. The third-party vendor will invoice the Town directly, and Contractor will not be responsible for compensating the third-party vendor for the calibration services.

If Contractor’s regularly scheduled operator must respond to an emergency at another location, a substitute operator from Contractor, who is trained, certified, and requires minimal to no additional training, will carry out the Services set forth in this **Exhibit A**.

The Contractor will provide the Town of Mead with uninterrupted services. The Town will never be without a trained, certified operator to inspect its facilities.

The automated samplers (influent and effluent) have been set up by Contractor to collect weekly and quarterly compliance samples that Contractor delivers to Colorado Analytical, 240 S. Main Street, P.O. Box 507, Brighton, Colorado 80601, or another lab that participates in the U.S. Environmental Protection Agency’s (“EPA”) Discharge Monitoring Report-Quality Assurance Study Program and performs analyses for water or wastewater in conformance with 40 C.F.R. Part 136.

Contractor will provide daily pH testing and recording via tablets and work orders.

Contractor performs all maintenance of the Town's facilities pursuant to the Agreement based on manufacturer's warranty information and recommendations. Contractor will repair or replace equipment when needed and will provide a quote for that service for Town approval prior to completing the work.

Contractor will also hold a monthly meeting with Contractor's operations staff to go over any issues with the Mead WWTF, Raterink lift station, Lake Thomas WWTF, or the Lift Station. Contractor will complete all weekly, monthly, quarterly, semi-annual and annual maintenance during the initial week of the month where necessary.

Contractor will complete and submit the discharge monitoring report ("DMR") required by the EPA for each WWTF by the 28<sup>th</sup> day of the following month as part of its regular duties. Copies of DMRs, laboratory results, and the process control data will be kept on site and at Contractor's office pursuant to the Town's record retention policies and shall be available for Town inspection pursuant to the Agreement for Professional Services.

**EXHIBIT B**  
**COMPENSATION**

Monthly fixed payment price: \$6,402.09 per month\*

Total annual amount of monthly fixed payments: \$76,825.08 annually

\*the monthly base rate will be prorated for any partial months on service. By way of example, assuming mutual execution of the Agreement by the parties on February 13, 2024, the monthly rate of \$6,402.09 will be prorated for 17 days in February of 2024, equal to \$3,752.95 (at a per diem rate of \$220.76).

Rates for employees who will be performing services:

- Administration: \$ 78.00 per hour
- Facility Operator C or D: \$ 91.00 per hour
- Lead Operator A or B: \$ 105.00 per hour
- Management Services: \$136.00 per hour
- Consulting: \$183.00 per hour

Annual Contract Not to Exceed Amount: \$171,500.00 annually.

Fees for additional/special services will be billed at the specific rates set forth in the Contractor Proposal under the heading "FEE INFORMATION."

If equipment requires repair or replacement, the Equipment Services Division will provide a quote for that service for Town review and approval prior to completing the work.

Attachment to Agreement

Contractor Proposal  
(attached – 18 pages)



## **PROPOSAL**

# **Town of Mead Water Treatment Facility Contract Wastewater Operations Services**

January 5, 2024



**Ramey Environmental Compliance, Inc.**  
Management and Operation Solutions for  
Water and Wastewater Treatment  
**303-833-5505**

PO Box 99, Firestone, Colorado 80520  
email: [contact.us@RECinc.net](mailto:contact.us@RECinc.net)  
[www.RECinc.net](http://www.RECinc.net)

January 5, 2024

Town of Mead  
C/O John McGee, P.E.  
JVA Incorporated  
213 Linden Street, Suite 200  
Fort Collins, CO 80524

Re: Town of Mead Contract Wastewater Operations Services Proposal

Mr. McGee,

Ramey Environmental Compliance, Inc., (REC), appreciates the opportunity to work with the Town of Mead to provide Contract Wastewater Operations Services for the two (2) wastewater treatment plants (WWTP) and the Raterink lift station. The responses contained herein are replying to the Request for Proposal (RFP) and the two addendums.

One of the areas we make every effort in is communication. If we are having an issue with the system or have questions, we will immediately contact the Town of Mead. If the Town of Mead needed REC in an emergency, we would respond immediately. We are also very cognizant of the requirements outlined in NPDES permitting system that governs the discharges of wastewater treatment facilities. There are multiple people who review the site's documentation and compliance status to ensure the client's interests and public health are protected. When we see a problem, we notify the client and work on the solution.

REC has served as the Town of Mead's Wastewater Treatment Facility ORC and carried out the daily operations of the facility since 2007. REC has been in business for over 30 years. REC, Inc. is one of the most qualified contract operations firms in the State of Colorado. REC operates and maintains 100 community, non-community: transient and non-transient systems on the Front Range. With over 32 certified operators that live throughout the state. On top of Operations REC also has an "in house" Equipment Service Division and Collection System Jet Vac/CCTV Division. We can service any system – anywhere.

REC has the most resources of any contract operations firm in the state of Colorado, including national firms. REC has volunteered multiple hours to the two water and wastewater professional associations (RMSAWWA & RMWEA) as well as Colorado Rural Water and Water for People. We also participate in many stakeholder committees with the Colorado Department of Public Health & Environment including Operator certifications, nutrient regulations, etc. CDPHE solicits feedback from REC on a multitude of issues. Our volunteering to manage and support operator training classes, annual conferences as well as multiple fund-raising events has given us the opportunity to network with leaders in the industry.



Over the 30 plus years of exceptional operations and client support, REC Inc. has won a multitude of awards highlighting the accomplishments of the organization. Most recently REC, Inc was recognized as one of the Top 200 private companies in 2019, 2020, 2021 and 2022 by Colorado Biz Magazine. REC, Inc has received numerous awards from the RMWEA, RMSAWWA, and Colorado Rural Water.

REC has two (2) offices. The main office/shop is in Frederick, Colorado where the Executive/Administrative staff performs their work as well as the Equipment Services staff and technicians are based. All operators are required to stop by the office on a weekly basis to turn in their paperwork and pick up any supplies and/or equipment The sewer line operations and maintenance staff are based in Arvada, Colorado.

We are organized, well trained and confident in our leadership. Our track record at the State Health Department is flawless. Our relationships with the regulators at the WQCD, EPA, and DRCOG, etc. have been long term and we are recognized as the leader in contract operations.

Respectfully submitted,

A handwritten signature in blue ink that reads "R. Wayne Ramey". The signature is written in a cursive, flowing style.

R. Wayne Ramey, CWP  
President  
WEF Fellow  
Ramey Environmental Compliance, Inc

## SCOPE OF SERVICES

### ORC Services for Town of Mead Wastewater Treatment Facility

- A. Serve as the ORC of record for the Wastewater Treatment Facility. REC will file appropriate ORC paperwork with the Colorado Department of Public Health and Environment upon signed agreement.
1. Provide daily onsite facility operator seven (7) days per week. Maintain and review the Town of Mead's current work plans and plant operations to ensure continued compliance of all facilities. Record WWTP influent and effluent flows on daily worksheet.
  2. Provide weekly visits to the Lake Thomas Evaporation Pond to monitor conditions and schedule hauling of liquid waste with Town of Mead's contractor to maintain appropriate level in the evaporation pond.
  3. Maintain standard operating procedures and the development of preventative maintenance programs to properly maintain facility equipment.
  4. Collect all compliance samples outlined in the NPDES permit and regulatory sampling programs. Samples will be delivered to a third-party laboratory for analysis. Although the RFP stated monthly sample collection, the NPDES permit calls for weekly testing for total Suspended Solids (TSS).
  5. Maintain the process control lab analysis program to make informed process control decisions to maintain permit compliance.
  6. Collect system readings and operational data to maintain records of facility operations and identify when there are problems with the facilities.
  7. Provided weekly generator test run and physical inspection of the generator. Notify the Town of Mead staff when fuel delivery is needed. Coordinate with the Town of Mead's generator service contractor when repairs and/or maintenance is needed.
  8. Be the primary contact for remote monitoring and alarm response.
  9. Complete onsite visits to the Raterink lift station to obtain operating data and perform minor preventative maintenance measures to ensure proper operation. Included testing floats control, cleaning floats, and record pump run hours. Work needed outside of normal operations will be quoted separately by REC Equipment Services Division.
  10. Assist Town of Mead with obtaining estimates from third-party contractors to perform work outside the scope of REC that is necessary to properly maintain Town of Mead's facilities and equipment. This includes but not limited to, generator/ATS maintenance/repairs, HVAC maintenance/repairs, SCADA programming and integration, and biosolids hauling and disposal. REC will be available to provide oversight and assistance when third-party work is needed.
  11. Provide monthly operations report that will be provided to Town of Mead.

- B. Provide emergency response 24/7 on an as-needed basis. REC will provide a 1-hour response time for emergencies outside the normal operating hours. Emergency response hours are not included in the monthly fee of this proposal and will be invoiced on a per-event basis.
  - 1. REC can also provide an emergency response of Equipment Service Technicians and Sewer Jet Vac trucks on an as-need basis. Because additional equipment is needed emergency response times of Equipment Service Technicians and/or Jet Vac trucks is typically two hours depending on local traffic and road conditions
- C. Review operations and provide consultation for sustainable facility operation.
  - 1. Assist Town of Mead staff with developing budgets for operations, maintenance, and capital improvement projects.
  - 2. Assist Town of Mead staff with tracking budget expenditures and prioritizing maintenance and repair needs.

REC. will not procure materials, supplies, and outside services to carry out all the above-stated services relating to normal operations without prior approval from an authorized representative of the Town of Mead.

If REC does procure materials, supplies, chemicals, and outside services to carry out all the above-stated services. These items will be provided to the Town of Mead at cost plus 20% for process and handling.

All laboratory analyses carried out by a third-party laboratory at the expense of REC will be invoiced to the Town of Mead at cost plus 20%.

Additional work carried out beyond the above scope of work will be invoiced on a Time and Materials basis based on current pricing.

Work requested and carried out by REC Equipment Service Division (ESD) is not included in the cost of this proposal. REC ESD will provide estimates for approval prior to any equipment service work. REC ESD will be available for an emergency response to any equipment-related issues that are beyond normal preventative maintenance carried out by the system operator.

Work requested and carried out by REC Collections Division (Jet Vac Truck/CCTV) is not included in the cost of this proposal. REC will provide estimates for approval prior to any routine service work. Due to the nature of their urgency estimates will not be provided for the emergency response of REC Jet Vac Trucks. Emergency responses will be provided and invoiced on a Time and Materials basis utilizing the pricing for services provided to Mead staff.

REC will be available to attend after-hours board meetings upon request. An after-hours board meeting will be billed at the facility management port-to-port.

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# 1. PLAN DESCRIPTION FOR OPERATION OF THE TOWN'S TWO WASTEWATER PLANTS AND RATERINK LIFT STATION

REC, Inc. will provide site visits seven (7) times per week to the Town of Mead's WWTP. Although the RFP only requested a monthly site visit to Lake Thomas WWTP, we feel strongly that there should be weekly visits. REC has visited LTWWTP weekly for the past five years. This has resulted in discovering issues before they become costly and burdensome to the Town. REC will also provide a bi-monthly inspection of the Raterink Lift Station as well as reviewing the weekly Mission equipment operations report on pump run-times and flows. On an annual basis, REC will calibrate all flow meters at the WWTPs and lift station.

REC will train multiple operators for the MWWTP. Having multiple operators will provide the necessary backup to the Town of Mead in order to cover vacations, sickness, etc. Mike Murphy, as well as Misael Rodriguez will also be available to cover regular duties as well as emergencies and/or coordination with contractors performing warranty work.

The automated samplers (influent and effluent) have been set up by REC to collect weekly and monthly compliance samples that we deliver to the lab. Daily pH testing and equipment checks are uploaded to the companywide SharePoint on a weekly basis. All maintenance is performed based on the manufacturer's warranty. Weekly and monthly chart recorders are replaced when dictated by start day.



REC has served as the Town of Mead's Wastewater Treatment Facility ORC and **carried out the daily operations of the facility since 2007.**

REC will also continue to hold a monthly meeting with the operations staff and management to go over any issues with the WWTPs or the lift station. All weekly, monthly, quarterly, semi-annual, and annual maintenance will also be accomplished during the initial week of the month where necessary.

REC will complete and submit, via NetDMR, the Discharge Monitoring Reports (DMRs) for the Mead WWTP by the 28th day of the following month as part of our regular duties. Copies of DMRs, laboratory results, and the process control data will be kept on site and at REC's office.

## 2. SIMILAR WWTPS OPERATED BY REC

Water/Wastewater system	City / Town	Services Provided	ORC	Contact Name	Phone Number	E-Mail
Alexander Dawson School	Lafayette, CO	Wastewater Treatment	Wayne Ramey	Tom Schnitzler	303-710-7039	tschnitzler@dawsonschool.org
Eastern Adams County Metro District	Strasburg, CO	Water Wastewater Treatment, Distribution Collections Meter Reads Locates	Wayne Ramey for 21 years; since 2002!	Ryan Stachelski	303-371-9000	Ryan.stachelski@paulscorp.com
Town of Lyons	Lyons, CO	Wastewater Treatment, Distribution Collections	Wayne Ramey	Aaron Caplan	303-823-6622 ext. 42	acaplan@townoflyons.com
Town of Berthoud	Berthoud, CO	Water, Wastewater Treatment, Distribution and Collection	Wayne Ramey	Ken Matthews	970-532-3754	kmatthews@berthoud.org



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**Alexander Dawson School** ADS has a 0.03 MGD Sequential Batch Reactor (SBR) with one reactor and a large influent equalization storage basin and lift station. Wayne Ramey started up this facility in 1994.

This facility replaced an aging extended aeration activated sludge facility that was over 25 years old. Wayne Ramey was instrumental in design assistance, construction oversight and startup.

**Eastern Adams County Metro District** EACMD has a 0.30 MGD SBR; three lift stations; headworks screening (Auger monster) Ultraviolet disinfection and sludge removal. This facility is almost identical to the Town of Mead's.

**Town of Lyons** The Town of Lyons has a 0.3065 MGD ICEAS SBR; three lift stations; influent pumping, screening and grit removal followed by the SBR; effluent equalization and Ultraviolet disinfection.

The Town upgraded their old extended aeration facility in 2016 with the ICEAS SBR. REC, Inc. staff with the guidance of Wayne Ramey started up and commissioned this facility.

**Town of Berthoud** The Town of Berthoud Regional WWTP is a 0.099 MGD ICEAS SBR with influent pumping, coarse screen, aerated sludge holding and Ultraviolet disinfection.

This facility treats wastewater from a small housing community called Serenity Ridge and the Love's truck stop at I-25 and Highway 56.

### 3. OPERATIONS EMPLOYEES

---

Wayne Ramey – 40+ years of experience operating all varieties of wastewater treatment plants. Wayne started out in the Town of Cedaredge on the Western slope of Colorado. Wayne has managed and operated wastewater facilities ranging from 5.4 MGD to 0.012 MGD. Wayne holds a class “A” wastewater certification.

Mike Murphy – Mike has 14 years experience operating all varieties of wastewater treatment plants. Mike started out as an intern with the Village of Marathon City, WI. After graduating with a B.S. in Waste Management, Mike went on to work for the City of Green Bay at their 32.0 MGD wastewater facility. Mike holds a class “A” wastewater certification.

Other “in office” senior level operators that will be trained at the Mead WWTP are:

Misael Rodriquez – Misael has 8 years’ operating all varieties of wastewater treatment facilities including a Jet Tech Omni-Flow extended aeration activated sludge process. Misael holds a class “A” wastewater certification.

Dan Wolf – Dan has 13 years’ operating all varieties of wastewater facilities including one of the largest SBRs in the state. A 0.9 MGD SBR in Idaho Springs, Colorado. Dan holds a class “A” wastewater certification.

### 4. RESUMES

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- + **R. Wayne Ramey *President***  
Oversees entirety of operation
- + **Mike Murphy *Vice President***  
Primary Management and Liaison to Town and its staff
- + **Misael Rodriquez *Operations Specialist***  
Back-up to VP of Operations
- + **Dan Wolf *Operations Specialist***  
Back-up to VP Of Operations

See Appendix A - Resumes.





## 5. GENERAL INFORMATION OF THE FIRM

### a. Affiliated and subsidiary, if any

Ramey Environmental Compliance, Inc. is a subsidiary of PERC Water Corporation (<https://percwater.com>). PERC Water Corporation, (PERC) is an innovative water infrastructure company that develops, designs, builds, operates and manages water infrastructure throughout the United States. PERC designed more than 75 water infrastructure projects, 31 of which they have built and placed into operation over the past 26 years. PERC has a 26-year history of successful start-up, commissioning, operation, maintenance and management of water, wastewater treatment and water reuse facilities.

PERC is a wholly-owned subsidiary of Consolidated Water Co. Ltd. (Nasdaq Global Select Market: CWCO). CWCO provides Design, Build and Operate solutions for water treatment in the Caribbean and US. CWCO also manufactures major components for water treatment equipment and offers distribution, design, installation, and management services (<https://cwco.com>).

### b. Insurance carriers, their A.M. Best rating, policy expiration date(s), and the types and limits of each coverage as applicable.

See Appendix B - Insurance.

Arthur J. Gallagher Risk Service Management, LLC

Best Ratings - Financial strength ratings

Rating: A+ (Excellent).

Outlook: Stable.

Action: Affirmed

Policies expires 11/01/24.

General Liability (commercial)	\$4,000,000
Worker's Compensation	\$1,000,000
Pollution Control	\$4,000,000
Professional Liability	\$10,000,000

## 6. FEE INFORMATION

DESCRIPTION	UNITS	SUBTOTAL
Monthly Fixed Fee plus 6% vehicle surcharge:		
5x/week visits to WWTP Mon – Fri	Monthly	\$5,056.90
2x/week visits to MWWTP Sat - Sun	Monthly	\$1,008.89
1/week visit to Raterink Lift Station	Monthly	\$336.30
1x/week visit to Lake Thomas	Monthly	No Charge
	<b>Total</b>	<b>\$6,402.09</b>
Non-Scheduled operations and consulting hourly rates during normal business hours.		
Consulting		<u>\$183.00</u>
Management Services	Hourly	<u>\$136.00</u>
Lead Operations Staff (Level A or B)		<u>\$105.00</u>
Plant Operator C or D		<u>\$91.00</u>
Administration		<u>\$78.00</u>
Overtime increase (After Hours)	%	150%
All major repairs will be invoiced out separately by REC's Equipment Services Division at the following rates, Or Town may choose to hire its own contractor coordinated through REC.		
Shop Rates	Regular Hourly	\$114.00
	Emergency	\$171.00
Field Rates	Sunday & Holiday	\$228.00
	Regular	\$130.00
Mileage Rates	Emergency	\$195.00
	Per Mile	IRS Prevailing Rate
Jet Vac Truck	Hourly –	\$312.00
CCTV Video Inspection	plus mileage portal to portal	\$294.00
Meetings	Hourly –	\$183.00 - \$136.00
	plus mileage portal to portal	
Mark-up on operator provided sub-contractor work, Lab testing costs, parts and equipment	%	20%
Mileage charge portal to portal for meetings and additional visits etc.	Per Mile	IRS Prevailing Rate

## 7. ANTICIPATED ACTIVITIES

The only other activities that may be needed to operate the facility are purely electrical and SCADA related. When flow meters are calibrated, they will be scheduled during normal visits. If something happens electrical, it would most likely be during an emergency related activity. If something goes wrong with the SCADA, we will try to arrange the activity while on a routine visit. Otherwise, REC does not feel that there would be any other activity to operate the facility.

Below is a list of outside contractors that may be used from time to time for specialty areas.

REC has currently works with the below service and repair companies in order to assist our clients with the needs of their emergency standby power systems. The following list is in no preferential order and all companies have familiarity and experience working with the facilities emergency standby power system.

### SCADA Integrators

- + **Browns Hill Engineering and Controls**  
8130 Shaffer Parkway Suite A  
Littleton, CO 80127  
(720) 344-7771

#### 2024 Service Labor rates

Regular \$190/hr. PTP plus \$0.65/mile.  
Emergency Business Hours \$275/hr.  
plus \$0.65/mile

Emergency After Hours \$300/hr.  
plus \$0.65/mile

- + **Fluid Design + Build, LLC**  
410 4th Ave  
Longmont, CO 80501  
(303) 513-3535

#### 2024 Time and Materials pricing

\$185/hr. plus 15% markup for materials.

- + **HOA Solutions Inc**  
2601 W L St #1  
Lincoln, NE 68522  
(402) 467-3750

### Generator Maintenance and Repair Service Providers

- + **Smith Power Products**  
5681 Iris Pkwy  
Frederick, CO 80530  
(800) 658-5352

#### 2024 Service Labor Rates

Reg. Hourly Rate - \$172.00/hr.  
Over Time Rate - \$258.00/hr.  
Holiday Rate - \$344.00/hr.

- + **Generator Source**  
625 Baseline Rd  
Brighton, CO 80603  
(303) 659-2073

## **8. ROUTINE MAINTENANCE NOT TO BE COMPLETED BY REC STAFF**

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All routine maintenance tasks described in the RFP will be performed by REC Staff. The REC, Inc. Equipment Services Division will provide a proposal on any of the major work identified below except the generator, electrical or SCADA work. Operations staff will coordinate for the Town.

- + Major pump maintenance
- + Major Blower maintenance
- + Major Grinder maintenance
- + Major Auger maintenance
- + Major Grit removal equipment maintenance
- + Generator maintenance
- + Electrical actuated valve repair and/or replacement
- + Major electrical repairs
- + SCADA maintenance and/or repairs

## 9. QUALIFIED SYSTEM INTEGRATORS FOR THE SCADA

---

Browns Hill Engineering is currently the system integrator for the SCADA. Browns Hill Engineering invoices the Town of Mead directly.

**+ 2024 Service Labor rates**

Regular \$190/hr. PTP plus \$0.65/mile.

Emergency Business Hours \$275/hr. plus \$0.65/mile

Emergency After Hours \$300/hr. plus \$0.65/mile

## **10. FIRM'S PREVIOUS HISTORY REGARDING CLAIMS AND OTHER LEGAL MATTERS**

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REC, Inc. has had three (3) claims over the past 30 years, however; those claims were settled through arbitration and have associated NDAs with those claims. REC, Inc. has never been to court on a legal matter.

## **11. FINES OR ACTIONS TAKEN AGAINST OUR FIRM DUE TO EFFLUENT OR OTHER VIOLATIONS**

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No fines, violation or actions have been taken against our firm. Our integrity is our most trusted attribute.