

**PURCHASING MANUAL**

**SOUTHWEST METROPOLITAN WATER &  
SANITATION DISTRICT**

(adopted March 23, 2018 )

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## **SECTION 1        STATEMENT OF POLICY**

### **POLICY STATEMENT**

It is the policy of Southwest Metropolitan Water and Sanitation District (District) to establish and maintain purchasing policies in order to encourage efficient, competitive, economical, and timely acquisition of materials, supplies, equipment and services as well as to provide for proper and effective regulatory control. This purchasing manual shall establish the policies, procedures, authorities, and responsibilities needed to carry out the purchasing function. It was developed to promote an effective and consistent purchasing process, and to establish responsibility and accountability over the expenditure of District funds while achieving District goals.

It is the policy of the district to delegate responsibility for implementation of purchasing processes and procedures to employees of Platte Canyon Water and Sanitation District, and therefore, references in this manual to District Manager, Financial Administrator, Purchasing Assistant and Department Heads refers to the employers of Platte Canyon Water and Sanitation District.

### **PURPOSE AND OBJECTIVE OF MANUAL**

This manual is intended to provide policies, procedures, and guidelines necessary for the conduct of purchasing activities for Southwest Metropolitan Water and Sanitation District. It is important that all employees involved in the procurement process understand the District's purchasing policies and procedures as outlined.

The provisions of this manual have been designed to:

- Comply with Colorado Revised Statutes
- Avoid conflicts of interest and/or the appearance of a conflict of interest.
- Encourage maximum competition on the basis of fair and equal opportunity to those interested and qualified to sell to the District.
- Develop an objective procurement program which will insure equality to the Seller as well as achieving maximum value for the tax dollar.
- Purchase from responsible pre-approved vendors, consultants, contractors and reliable alternate sources.
- Establish responsibility and authority over expenditures of the District.
- Encourage collaboration of District staff to adhere to objectives and achieve District goals.
- Provide a uniform procedure for the procurement of materials, supplies, equipment, and services.
- Ensure all purchases are authorized and appropriately documented and reconciled in the financial system of the District.

## **AUTHORITY AND RESPONSIBILITY**

The District utilizes a decentralized control process for purchasing supplies, materials, equipment, and services, inventory of District assets, and disposal of surplus property whereby each Department Head maintains responsibility and accountability over appropriate expenditures included in the District's annual budget. Each Department Head is responsible for initiating the purchase or requesting services, ensuring the expenditure is within budget, completing the required documentation in accordance with policy, and obtaining appropriate approvals when required.

Compliance with the provisions of this manual is mandatory unless waived by the Board. Any provision which adversely affect the performance of services shall be immediately called to the attention of the District Manager.

It shall be deemed a violation of this manual for any employee to:

- Knowingly exaggerate requirements or deny the existence of a requirement to avoid doing business with a particular vendor, consultant or contractor.
- Knowingly underestimate requirements or deny the existence of a requirement to avoid doing business with a particular vendor, consultant or contractor.
- Knowingly misrepresent competitors' prices, quality or services to obtain concessions.

## **CONFLICTS OF INTEREST**

### **Participation in Purchasing Transactions**

District employees having official responsibility for purchasing transactions shall not participate in the transaction when:

- The employee has an ownership or financial interest with a bidder, vendor, consultant or contractor.
- The employee or any member of the employee's immediate family (spouse, children, parents, brothers or sisters) or any other person living in the same household of the employee holds a position with a bidder, vendor, consultant or contractor such as an officer, director, trustee, partner or the like, or is employed or involved in a capacity involving personal and substantial participation in the purchase transaction.
- The employee or any member of the employee's immediate family has a financial interest arising from the purchase transaction.
- The employee or any member of the employee's immediate family is negotiating, or has an arrangement concerning prospective employment with a bidder, vendor, consultant or contractor.

### **Solicitation or Acceptance of Gifts**

District employees having official responsibility for purchasing transactions shall not solicit, demand, accept, or agree to accept from a bidder, vendor, consultant, contractor or subcontractor any payment, loan subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised. Promotional materials such as pens, calendars, etc., and courtesy gifts such as business meals and event tickets that do not influence a purchasing decision and that are valued at less than \$100 may be accepted. The cumulative value of meals, gifts, or promotional items received from any single vendor, consultant contractor or subcontractor shall not exceed \$250 in any 12-month period.

### **REPORTING VIOLATIONS**

Violations of District purchasing policy and procedures should be reported to the District Manager or the President of the District. Complaints will be kept as confidential as practicable. The District prohibits retaliation against an employee for filing a complaint or notice of violation, or for assisting in the investigation of a notice of violation.

## **SECTION 2 PURCHASING ORGANIZATION**

### **POLICY**

It is the policy of the District to grant authority, assign duties and responsibilities, encourage staff collaboration and establish financial and accounting controls for purchasing functions by adopting the purchasing organization as set forth herein.

### **AUTHORITY**

The Department Heads are under the control and direction of the District Manager. The direct responsibility for carrying out the policies and procedures defined in this manual is assigned to the Department Heads. Each Department Head is responsible and accountable for specific expenditures detailed in the District's annual budget and as defined in Table 1, titled: Requirements for Purchases of Goods and Services. Collaboration among Department Heads is encouraged in order to ensure compliance and ensure the District is meeting the overall purchasing objectives.

For the purposes of this policy a Department Head includes specific administrative staff as directed by the District Manager.

The Purchasing Assistant is designated by and under the control and direction of the District Manager. The responsibility of the Purchasing Assistant is to provide assistance to the Department Heads in initiating, reviewing, and authorizing purchases in accordance with the District policy.

The Financial Administrator is responsible for ensuring expenditures are in compliance with the purchasing policy and for supporting Department Heads with the purchasing process.

### **DUTIES & RESPONSIBILITIES OF DEPARTMENT HEADS**

The Department Heads shall have the following duties and responsibilities, if applicable:

#### **Purchasing:**

- Procure all requested materials, supplies, equipment, and services at the lowest prices and highest quality necessary to attain the function or service requested.
- Obtain as full and open competition as possible for all purchases and services.
- Review developments in the field of purchasing, prices, market conditions, and new products.
- Access vendor approved master list and propose revisions.
- When advantageous to the District, explore the possibilities of volume purchases.
- Ensure delivery of correct materials/supplies in proper quantities at appropriate time and place.

- Recommend amendments or additions to the rules and regulations covered in this manual whenever necessary.
- Ensure that vendors fulfill all terms and conditions of contracts, negotiating said terms and conditions when required.
- Determine whether purchase is within budget and communicate and justify variances when necessary.
- Coordinate with Purchasing Assistant to review annual agreements for services and propose new agreements.
- Collaborate with District staff to more efficiently and effectively accomplish District purchasing objectives in accordance with policy.
- Ensure documentation of purchase is complete and in accordance with policy.

Inventory:

- Comply with policy and procedures pertaining to inventory of materials, supplies, and equipment.
- Prescribe, maintain, and recommend revisions to inventory policy, procedures and all forms necessary for inventory control and disposal.
- Ensure the proper management of District inventories and disposal procedures.
- Supervise an annual asset inventory.
- Supervise the disposal of surplus District property.

**DUTIES & RESPONSIBILITIES OF PURCHASING ASSISTANT**

The following are responsibilities of the Purchasing Assistant:

- Authorize credit applications with new vendors
- Prepare and maintain lists of approved vendors for designated goods and services
- Assist Department Heads with the preparation of Requests for Proposals (RFPs) and review of proposals and contracts as requested.
- Maintain annual agreements for services, initiate renewals, and prepare new agreements as required.
- Issue formal purchase orders

**DUTIES & RESPONSIBILITIES OF FINANCIAL ADMINISTRATOR**

The Financial Administrator must ensure all expenditures of the District are appropriately documented. Communicating with and supporting the Department Heads during the purchasing process provides for a more efficient and beneficial accounting of individual transactions. The following are responsibilities of the Financial Administrator:

- Provide budgetary reports to Department Heads detailing account expenditures on a monthly basis or as requested.
- Obtain an understanding of the purchasing process in order to determine expenditures are in compliance with policy.
- Review purchasing documentation for completeness prior to issuing payment.
- Ensure approvals are appropriate prior to issuing payment.
- Communicate and resolve any documentation discrepancies with Department Heads.
- Distribute invoices and/or correspondence from vendors to appropriate Department Heads to verify approval for payment.
- Consult with Department Heads and determine the applicable details to be included in the accounting system.
- Recommend amendments or additions to the rules and regulations covered in this manual whenever necessary.

## **SECTION 3      VENDOR/SUPPLIER RELATIONSHIPS**

### **POLICY**

It is the policy of the District to establish and maintain a relationship of mutual confidence and satisfaction between the District and its vendors, consultants and contractors.

### **GENERAL INFORMATION**

It is the responsibility of the Department Heads to ensure vendors meet certain requirements to be considered qualified to provide required goods or services to the District. There should be full and open competition, to the extent feasible to ensure that the best value is obtained, and that there is no unfair advantage in procuring goods and services.

### **VENDOR QUALIFICATIONS**

Department Heads and the Purchasing Assistant are responsible for determining the qualifications of vendors, consultants and contractors. The following are *some* examples of criteria to consider when qualifying or selecting a new vendor, consultant or contractor:

Relevant experience	Interviews with key personnel
Prior dealing with the District	Reference checking
Sample work	Qualifications checking
Company profiles/brochures	Compliance certification (illegal aliens)
Product specifications	Product demonstrations
Compliance with insurance requirements	

The Purchasing Assistant will prepare and maintain lists of approved vendors and service providers for designated goods and services. Approved vendors must meet current District qualifications for providing materials and services to the District including but not limited to verification of required insurance coverages, certifying compliance with illegal alien statutes, and meeting pricing and delivery requirements.

### **COMPETITION**

Every effort will be made to ensure that all suppliers who desire to do business with the District will have a fair and equal opportunity to compete in fulfilling the District's needs. There should be full and open competition, to the extent feasible to ensure that the best value is obtained, and that there is no unfair advantage in procuring goods and services.

The choice of vendor, consultant or contractor must be based on its:

- ability to meet the District's needs
- ability to benefit the District
- responsiveness to the solicitation
- product functionality, delivery conditions, capabilities, and other factors or evaluation criteria as described in the solicitation.

The District reserves the right to reject any quote or proposal not in its best interests. The best available or least expensive item or service may not necessarily be the best choice to meet the District's needs. Decisions as to the choice of vendor, consultant or contractor will be documented by the Department Heads.

A master list of qualified vendors will be maintained and accessible to all Department Heads for use in obtaining bids or quotes.

All vendors must submit a complete W-9 form prior to placing an order for any material, supplies, equipment or services. The W-9 form shall be transmitted to and maintained by the Financial Administrator.

## **SECTION 4 PURCHASING PROCESS, APPROVALS, AND DOCUMENTATION**

### **POLICY**

Purchase of all materials, supplies, and services must be accomplished in accordance with the authorizations, conditions and limitations defined herein, and must be documented prior to issuing payment.

Purchase Orders and Agreements are the basic documents authorized for procurements.

### **GENERAL INFORMATION**

The Board of Directors adopts an annual budget that is prepared by the collaborative effort of District staff. Department Heads are responsible and accountable for specific expenditures detailed in the District's annual budget.

The District's budget should be used as a tool for decision making as well as a means for monitoring expenditures. It should be considered prior to the commitment of District's funds. Communication to the District Manager and Board of Directors may be necessary when a budget line item is exceeded.

The policy provides that specific approvals be obtained for purchases in excess of certain thresholds. Bidding requirements and the use of credit cards, purchase orders and standard agreements for services are also detailed in the policy.

Purchase Orders and Agreements are issued to authorize and document the terms and conditions for purchase of materials, supplies and services as described below.

### **PROCUREMENT PROCESS**

The District may accomplish purchases of goods and services in one of the four following ways:

1. Verbal and/or written authorization for purchases less than \$2,000.
2. Purchase Order – specific or blanket - for purchase of materials and supplies.
3. Agreement for purchase of services
4. Credit card for purchase of goods and services up to \$2,000.

Department Heads identify required goods or services to be obtained and proceed to process the purchase using one of the four methods described above. The following items are examples of things to consider in beginning the procurement process:

Is it a routine purchase with an approved vendor?	Is it a new vendor?
Credit authorized vendor?	Purchase Order Issued?
Will a standard agreement/contract be necessary?	Is it a capital item?
Do bidding requirements need to be considered?	Are there funds in the budget?
Will District Manager approval be required?	Do specifications need to be developed?

## **APPROVALS/BIDDING REQUIREMENTS**

The following methods of source selection must be used by Department Heads to obtain vendor, consultant or contractor competition for all purchases of goods or services. The source selection method can be determined by referring to the criteria below and in Table 1 or, alternatively, based on the special nature of the desired product or service in consultation with the District Manager.

Purchasing must not be divided so as to bring the purchase within a less restrictive purchase category.

**Micro-purchases up to \$1,999:** Purchase of goods and services not exceeding \$1,999 may be made by Department Head using any of the four purchasing methods (verbal/written authorization, purchase order, agreement, or credit card. No form of competition is required. Approved vendors, consultants and contractors should be used when possible. Provide written documentation regarding how purchase decision was made together with a copy of the order form and/or receipt showing purchase details including vendor's or service provider's name and address, quoted unit price, terms of the quotation, and signature of the purchaser.

**Small Purchases between \$2,000 and \$4,999:** Purchase of goods and services with a cost between \$2,000 and \$4,999 may be made by Department Head using a purchase order or agreement. Obtain bids in accordance with the informal bidding requirement in Section 5 of this manual. An exception to bidding requirements would include goods or services ordered repetitively from an approved vendor (annual purchase order or credit vendor). Purchases are documented by issuance of a purchase order or agreement issued to the selected vendor, consultant or contractor.

**Purchases between \$5,000 and \$9,999:** Purchase of goods and services with a cost between \$5,000 and \$9,999 may be made using a purchase order or agreement. Purchases require District Manager approval. Obtain at least three bids in accordance with the informal bidding requirement in Section 5 of this manual. An exception to bidding requirements would include goods or services ordered repetitively from an approved vendor, consultant or contractor (annual purchase order or credit vendor). A purchase order or agreement is issued to the selected vendor or service provider to document how the purchase decision was made and to specify details of the purchase.

**Purchases between \$10,000 and \$59,999:** Purchase of goods and services with a cost between \$10,000 and \$59,999 may be made using a purchase order or agreement. Purchases require District Manager approval. Written specifications, if applicable, through a Request for Proposal (RFP) or similar, must be prepared and distributed to qualified vendors, consultants and contractors. Refer to formal bidding requirements specified in Section 5 of this manual. For applicable purchases, use District standard Contract/Agreement for Services and/or issue formal Purchase Order to document how purchase decision was made and details of the purchase.

**Purchases \$60,000 and greater:** Purchase of goods and services with a cost at or above \$60,000 may be made using a purchase order or agreement. Purchases require approval by the District Manager as well as the District Board of Directors. Written specifications, if applicable, through a Request for Proposal (RFP) or similar, must be prepared and distributed to qualified vendors, consultants and contractors. Refer to formal bidding requirements specified in Section 5 of this manual. For applicable purchases, use District standard Contract/Agreement for Services and/or issue formal Purchase Order to document how purchase decision was made and to specify purchase details.

## **PURCHASE ORDERS AND AGREEMENTS**

**Purchase Orders:** A Purchase Order (PO) is a document that states the terms and conditions of a proposed transaction and acts as a formal order for goods between a vendor and the District. POs are normally issued by the Purchasing Assistant to document purchase of materials and supplies and may be issued for a single purchase or multiple purchases over an extended period of time. The PO describes the quantity and quality of the required goods and includes information such as packaging and shipping costs and terms, date of delivery, prices as quoted in bids, payment terms, warranty requirements and any other special conditions of the purchase. POs may be issued for a single purchase, or for recurring purchases over a designated period of time not to exceed one year (Blanket PO).

**Contract/Agreement for Services:** An Agreement or Contract is normally used to document the acquisition of professional or construction services where a scope of services is required to define the terms and conditions of the services to be provided. In general, all types of contracts or agreements mentioned above will hereby be classified into three (3) main types:

- 1. Standard:** Contracts or agreements that contain standard terms and conditions and a specific scope of services as developed by the District outlining the scope of services and compensation.
- 2. Master:** Contracts or agreements that contain standard terms and conditions but require a supplement Task Order (TO) to define the scope of services for specific projects.
- 3. Non-standard:** Contracts or agreements that do not contain standard terms and conditions as developed by the District. These are typically agreements where the

vendor selected presents their own terms and/or agreement to the District for review and approval. These contracts and agreements must be approved by the District Manager and may require legal counsel review.

A Contract/Agreement should be utilized for all applicable services with a value of \$2,000 or greater. The determination may be made to utilize the District standard agreement for contracts less than \$2,000. An example of this would be a master agreement entered into with a service provider to provide services throughout the year. In such cases, Task Orders (TOs) are issued for each project or service authorized. The total amount authorized by all individual TOs may not exceed the amount authorized by the master agreement. A master list of annual agreements will be maintained by the Purchasing Assistant.

**Issuance of Purchase Orders and Contracts/Agreements:** The Purchasing Agent is the central authority to issue POs and Contracts and Agreements. Department Heads submit purchasing information including, but not limited to: 1) for materials and supplies: the quantity and quality of the required goods, packaging and shipping costs and terms, date of delivery, prices as quoted in bids, payment terms, warranty requirements and any other special conditions of the purchase, or 2) for services: the scope of work, payment terms and amounts, and completion dates to the Purchasing Agent for preparation issuance of the appropriate document.

When a Blanket PO is issued, a Department Head is authorized to make purchases in accordance with the terms, conditions, and amount limitations of the PO without further assistance or authorization of the Purchasing Assistant. Documentation for each purchase made under a Blanket PO must be provided in writing to the Financial Administrator.

A Purchase Order must be utilized for purchase of goods, materials, and supplies with a cumulative value of \$2,000 or greater.

**Emergency Purchases:** If possible, emergency purchases should be avoided and the standard purchasing procedures adhered to. However, procurement through solicitation of a proposal from only one source may be used when one or more of the following conditions exist:

- item is only available from a single source
- item is compatible with components of an existing District product/project/service
- Product/project/service requires specific critical development, research, and/or engineering capability
- Public emergency or emergency requiring immediate response
- There is no other competition for the product/project/service

These types of procurements should only be used after consultation with the District Manager, if possible, and documentation of the procurement process should be provided on the Request to Pay.

## **PAYMENT AUTHORIZATION**

### **Process**

Invoices will be routed to appropriate Department Heads to review. Department Heads will review the invoice for accuracy and completeness, initial the invoice and return it to the Financial Administrator to process payment.

### **Invoices Processed with Department Head Verification**

The following are examples of when payment of an invoice requires Department Head verification.

- Services that are excluded from the prescribed procurement process such as monthly utilities (i.e. phone, gas, electric, water, telemetry, waste collection, and cable).
- Invoices received on a monthly or quarterly basis for services provided in accordance with annual agreements or purchase orders. The amount invoiced may be verified against the agreement with appropriate approvals noted directly on the invoice.
- Approval of subscriptions, dues, and memberships may be denoted directly on invoices.
- Invoices/Statements related to Commercial Charge Accounts as described in Section 6.

### **Procurement authorizations, limitations, and documentation**

Table 1 below identifies the threshold amounts, basic procurement processes and documentation required for all purchases.

**Table 1 – REQUIREMENTS FOR PURCHASES OF GOODS AND SERVICES**

<b>DOLLAR AMOUNT</b>	<b>PURCHASE TYPE</b>	<b>REQUIRED SOURCE SELECTION METHOD</b>	<b>REQUIRED DOCUMENTATION</b>	<b>APPROVAL</b>
<b>Up to \$1,999</b>	Micro-purchase	No form of competition – consider applicable approved vendors	Document purchase decision/details with copy of receipt or order Verify purchasing details to invoice	Department Head
<b>\$2,000-4,999</b>	Small Purchases	Approved Vendor/Quotes	Obtain three documented quotes (exception for purchases made repetitively from approved vendors) Refer to informal bidding requirement procedures Document purchase decision/details with PO or Agreement Verify purchasing details to invoice	Department Head
<b>\$5,000-\$9,999</b>	Small Purchases/Services Contracted	Approved Vendor/Quotes	Obtain three documented quotes (exception for purchases made repetitively from approved vendors) Refer to informal bidding requirement procedures Agreement for Services, if applicable Document purchase decision/details with PO or Agreement Verify purchasing details to invoice	Department Head District Manager
<b>\$10,000-\$59,999</b>	Significant Purchases, Consulting Services, Capital Items	RFP	Refer to formal bidding requirement procedures Agreement for Services, if applicable Construction Contract, if applicable Document purchase decision/details with PO or Agreement	Department Head District Manager
<b>Over \$60,000</b>	Construction/Capital	RFP	Refer to formal bidding requirement procedures Contract Bonding requirements Document purchase decision/details on PO or Agreement	Department Head District Manager Board of Directors

## **SECTION 5      BIDDING REQUIREMENTS**

### **POLICY**

It is the policy of the District to obtain materials, supplies, equipment, and services at the lowest cost possible without sacrificing quality or quantity by utilization of approved competitive bidding requirements and procedures.

### **PURPOSE**

The purpose of the bidding requirements is to ensure that materials, supplies, equipment, and services are obtained at the lowest possible cost, thus ensuring the most efficient expenditure of public funds.

### **GENERAL INFORMATION**

The bidding process shall be carried out by the Department Heads in collaboration with the Purchasing Assistant when necessary. District staff shall continually seek to foster competition and obtain new sources of supply.

Department Heads shall be responsible for preparation, advertisement (when required) and evaluation of bids and proposals. Assistance with these services may be requested from the Purchasing Assistant.

Bidding shall be open and unrestricted; however, the District will not be obligated to solicit bids from every supplier for every requirement.

Bids and quotations shall be based on established standards and specifications whenever possible.

Expenditures totaling between \$2,000 and \$10,000 shall be bid in accordance with the informal bid requirements described below.

Expenditure exceeding \$10,000 shall be bid in accordance with the formal bid requirements described below.

### **INFORMAL BIDS**

Expenditures for procurement of supplies, materials, equipment and services having an estimated value of more than \$2,000 but less than \$10,000 may be made on the open market by the Department Heads and/or Purchasing Assistant without newspaper advertising, and without observing the procedure described in the formal bid section of this manual.

All open market purchases shall, whenever possible, be based on three or more quotations and shall be awarded to the lowest qualified bidder. (See exception noted in Section 3 under Competition)

- Telephone bids and written proposals shall be properly documented and provided to the Purchasing Assistant for preparation of a PO or Agreement..
- All informal bid prices shall remain confidential until an award is made. After the award is made all information regarding the bid shall be open for public inspection.
- Recent competitive bid prices (within the past 90 days) may be used to avoid duplication of effort.
- “Sole Source” items are permissible if emergency conditions exist or if the item is obtainable from only one source in Colorado, or the product is clearly superior to perform a function or patents limit the sources available.

District staff is encouraged to negotiate for percentage discounts on those items that do not lend themselves to bidding under this section.

Formal bid procedures may be used for purchases under \$10,000 when in the best interest of the District or when the purchase of like items, each costing under \$10,000, are grouped and the aggregate purchase exceeds \$10,000.

### **FORMAL BIDS**

All purchases for products or services estimated to be in excess of \$10,000 will require sealed bids. Invitations to submit sealed bids will be mailed to vendors on the qualified vendor master list and will be advertised in accordance with the requirements listed below. All new and known sources of supply will be considered and an effort will be made to solicit as many proposals as possible and encourage competition.

The District Manager shall have authority to waive formal bid requirements for design engineering agreements and water and sewer infrastructure construction, repair and rehabilitation projects that are not expected to exceed \$60,000. Projects for which formal bid requirements are waived shall be bid in accordance with the informal bid requirements specified in this section.

### **ADVERTISING REQUIREMENT**

Advertisement shall mean at least one public advertisement in the legal section of a newspaper in general circulation within the District boundaries.

The advertisement shall include, but not necessarily be limited to the following:

- General description and quantity of commodity or service.
- Location where bid documents may be obtained.

- Cost of bid documents (if any).
- Amount of bid bond (if required).
- Location of pre-bid conference (if any)
- Date, time, and place of bid opening.
- Reserve right to reject any or all bids, and waive formalities or informalities.
- Reserve right to accept proposal deemed to be most advantageous to the best interests of the District.

The District manager shall be authorized to waive advertisement requirements for expenditures estimated to be less than \$60,000.

Sealed bid invitations shall include, but not be limited to the following:

- Invitational cover letter stating the need; location to obtain bid documents; cost of bid documents (if any); amount of bid bond (if required); location of pre-bid conference (if any); and date, time, and place of bid opening (if required).
- Reserve the right to:
  - Waive formalities or informalities
  - Reject any and all bids
  - Accept the proposal deemed to be in the best interest of the District.
- General conditions
- Minimum specifications
- Proposal form
- Evaluation criteria (if applicable)

Specifications shall be written to encourage competition. However, closed specifications and “sole source” purchases will be allowed with a product or usage dictates such procedure.

At the time bids are received by the Department Head they shall be stamped with the date and filed unopened until the scheduled time of bid opening.

All formal bids shall be submitted sealed and properly identified and shall be publicly opened at the time and place identified in the invitation to bid. Bidders are invited, but not required to attend the bid opening. The following procedure will be observed at public bid openings.

- The opening will be at the time and place designated in the invitation to bid.
- The names of all bidders and their representatives will be noted.
- A final opportunity to submit bids before the bid opening and prior to expiration of the scheduled opening time will be offered.
- The names of those who bid will be announced, and inquiry made as to whether any submitted bids have been omitted.
- As the bids are opened, details will be read and copied on an abstract form.

In case of an obvious unintentional error, the bidder may be given an opportunity to explain the error and may request that the bid be withdrawn. Such bids may, with the approval of the Department Head, be rejected. Bids requiring a bid bond will not be rejected.

The Department Head may recommend to the District manager and/or the Board of Directors the rejection of any or all bids when the District's best interest will be served.

Information concerning bidders, amounts of bids, and the basis for awards is a matter of open records and will be available to interested parties upon request.

Tabulation of bid results will be mailed to all bidders who submitted a bid.

### **COLORADO STATE PURCHASING PRICE AGREEMENTS PROGRAM**

The District qualifies to make purchases under the Colorado State Purchasing Price Agreements program. The Department Head at his/her discretion can use this program if it provides an efficient, competitive, economical, and timely acquisition of materials, supplies, equipment and services. Any purchases made under this program will constitute meeting the bidding requirements set forth in this section.

### **DOCUMENTATION**

Department Heads shall submit documentation of the bid process to the Financial Administrator along with the invoices or payment requests. All other bidding documentation including quotes, RFP's, contracts and agreements, formal purchase order should be maintained in the vendor file.

## **SECTION 6      COMMERCIAL      AND      CORPORATE      CHARGE ACCOUNTS**

### **POLICY**

It is the policy of the District to allow the use of commercial charge accounts and corporate credit cards to improve the efficiency and timeliness of making designated purchase.

### **COMMERCIAL CHARGE ACCOUNT GENERAL INFORMATION**

For the purpose of satisfying recurring requirements for office and maintenance supplies and to reduce efforts by eliminating repetitive, individual orders and payments the District may utilize commercial charge accounts to make monthly purchases.

A simplified method of filling anticipated repetitive needs for supplies or services can be accomplished by establishing “charge accounts” with qualified vendors. Commercial accounts are designed to reduce administration costs. Much like a corporate credit card, there is generally a monthly credit limit, and orders placed throughout the month are reconciled to the monthly statement received from the vendor. Personal use of commercial charge accounts is strictly prohibited.

**Procedures:** Charge accounts are only permitted with approved suppliers. Orders are initiated by Department Heads or specific authorized employees.

The method for initiating orders on credit may include on-line orders, phone orders, as well as in store purchases. Regardless of the purchase method, all tickets and receipts for orders must be provided to the Financial Administrator within one day of the purchase. Documentation of each purchase must be made by submitting a Micro-Purchase Documentation Form to the Financial Administrator within two business days of the purchase. The Financial Administrator will maintain Micro-Purchase Documentation Forms and receipts to be reconciled to the monthly statements. Any discrepancies will be brought to the Department Heads attention for resolution. Department Heads are responsible for communicating with the Financial Administrator and providing documentation for all returns, exchanges, and ensuring orders were satisfactorily fulfilled by the vendor.

### **CORPORATE CREDIT CARD GENERAL INFORMATION**

For the purpose of improving the efficiency and timeliness for making micro-purchases, Department Heads are authorized to use District issued credit cards.

Corporate credit cards provide an efficient, simplified method for purchasing goods and services and authorizing purchases by verbal or internet order. Credit card purchases are limited to \$2,000

per single transaction with an aggregate monthly limit of \$3,500. Personal use of corporate credit cards is strictly prohibited.

## **PROCEDURES**

The method for initiating credit card purchases may include on-line orders, phone orders, as well as in store purchases. Regardless of the purchase method, a Corporate Credit Card Purchase Report must be submitted to the Financial Administrator together with all tickets and receipts for orders within one day of the purchase. The Financial Administrator will maintain the receipts to be reconciled to the monthly statements. Any discrepancies will be brought to the Department Heads attention for resolution. Department Heads are responsible for communicating with the Financial Administrator and providing documentation for all returns, exchanges, and ensuring orders were satisfactorily fulfilled by the vendor.

## **SECTION 7        TEMPLATES / FORMS /PROCEDURES**

The following templates, forms, and procedures are accessible for reference and use in the procurement process:

- Exhibit 1 Purchase Order template
- Exhibit 2 Standard Agreement for Engineering Services template
- Exhibit 3 Standard Agreement for Non-Engineering Services template
- Exhibit 4 Standard Construction Agreement template
- Exhibit 5 Corporate Credit Card Purchase Report
- Exhibit 6 Micro-Purchase Documentation Form
- Exhibit 7 Approved Vendor Lists
- Exhibit 8 Approved Vendor Form
- Exhibit 9 List of Annual Service Agreements

# EXHIBIT 1

# Purchase Order

SOUTHWEST METROPOLITAN WATER & SANITATION  
 DISTRICT 8739 WEST COAL MINE AVENUE  
 LITTLETON, CO 80123  
 3039792333

**P.O. Number:** #####

**Order Date:** XX/XX/XXXX

**Vendor Number:** 00-

<b>Vendor:</b>	<b>Ship To:</b>
(Vendor)	SOUTHWEST METRO WATER & SANIT. 8739 WEST COAL MINE AVENUE LITTLETON, CO 80123
<b>Confirm To:</b>	

Required Date	Ship VIA	F.O.B.	Terms
XX/XX/XXXX			

Item Code	Unit	Ordered	Received	Backordered	Unit Cost	Amount

	Net Order:	
	Sales Tax:	0.00
	Freight:	0.00
	<b>Order Total:</b>	0.00
	Less Prepaid:	0.00
	<b>Order Balance:</b>	0.00

## GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **ACCEPTANCE:** THIS PURCHASE ORDER IS LIMITED TO THE TERMS AND CONDITIONS SPECIFIED ON THE FACE OF THIS PURCHASE ORDER AND THIS DOCUMENT AND ANY ATTACHMENTS REFERENCED THEREIN. DISTRICT DOES NOT AGREE TO ANY PROPOSED ADDITION, ALTERATION, OR DELETION BY VENDOR UNLESS AGREED TO IN WRITING BY THE PARTIES. ANY OTHER STATEMENT OR WRITING OF VENDOR SHALL NOT ALTER, ADD TO, OR OTHERWISE AFFECT THESE TERMS AND CONDITIONS. THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF ANY APPLICABLE WRITTEN AGREEMENT BETWEEN VENDOR AND DISTRICT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS PURCHASE ORDER AND THE TERMS OF ANY SUCH WRITTEN AGREEMENT, THE TERMS OF THE WRITTEN AGREEMENT BETWEEN VENDOR AND DISTRICT SHALL GOVERN AND CONTROL.
2. **ORDER NUMBERS:** District will communicate a purchase order number (the "Purchase Order Number") to Vendor by telephone, fax or e-mail. Vendor shall include the Purchase Order Number on every packing sheet, invoice and every other communication related to this order.
3. **PACKING AND SHIPPING:** All items must be properly prepared for shipment to secure lowest transportation rates and comply with carrier regulations. No charges will be paid by District for packing, crating, or cartage unless so stated in the order. All shipments to be forwarded on one day via one route must be consolidated. To the extent practicable, items ordered under separate Purchase Order Numbers shall be segregated within the pallet, box or shipping container. A separate packing sheet for each order included in a shipment, showing Purchase Order Number, must be included with each shipment.
4. **SHIPMENT OR DELIVERY:** Time is of the essence for shipment or delivery and to any other performance required of Vendor. Shipment or delivery shall be in accordance with the schedule set out in the purchase order and in exact quantities ordered. If it appears Vendor will not meet such schedule or if Vendor fails to meet such schedule, Vendor shall, upon request of District and in addition to any other rights or remedies provided to District by law or under this purchase order, ship via expedited routing necessary either to meet such schedule or to recover the maximum possible time lost by failure to ship or deliver on schedule, and the difference between the expedited routing and the purchase order routing cost shall be borne by Vendor. District reserves the right to take the following actions if items are not received by the specified delivery date: (a) extend the time for delivery; (b) cancel the order in whole at which point Vendor will reimburse any payment that has been made by District in full.
5. **INSPECTION:** All items are subject to final inspection and acceptance by District at the destination notwithstanding any prior payment or inspection at the source. Acceptance of any items by District shall not be deemed to alter the obligations of Vendor or the rights of District and its customers under the Warranty clause or any other provision of this purchase order.
6. **REJECTION:** District shall notify Vendor if any items delivered hereunder are rejected for being nonconforming, and, at District's election and Vendor's risk and expense, such items may be returned to Vendor. Vendor shall issue District a credit for all costs and expenses with respect to such rejected items or replace or correct rejected items, at District's election.
7. **WARRANTY:** Vendor warrants and guarantees to District that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purpose for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by District, Vendor shall either, at District's election and to District's satisfaction, remedy any and all defects or replace the defective goods at no expense to District within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same process, conditions, and specifications delineated herein.

8. CHANGES: District may make changes to any work to be performed or to any goods to be specifically manufactured, but no change shall be effective, nor shall District be obligated to pay any increase in compensation as a result of a change, unless District issues a written change order. Changes which increase or decrease pricing shall be revised as mutually agreed to in writing.

9. INVOICES/PAYMENT: A separate invoice shall be issued for each shipment and for each Purchase Order Number, with the Purchase Order Number stated on the face of the invoice. No invoice shall be issued prior to shipment of goods, and no payment shall be made prior to receipt and acceptance of conforming goods and invoice. Payment terms commence upon receipt of a correct invoice. Payment terms are net 30 days of receipt of correct invoice. District shall not be liable for payment of taxes, late charges or penalties of any nature. The price of all goods and work shall reflect all applicable tax exemptions. District's States Sales Tax Exemption No. is 98-02343-0000. All pricing is F.O.B. destination unless otherwise specified. Vendor shall not impose any charges for boxing, parcel post, insurance, handling, freight, express or other similar charges or fees.

10. INDEMNITY: Vendor shall indemnify, hold harmless, and defend District, its Affiliates and their respective officers, directors, agents, representatives, employees, subcontractors, customers and users of Vendor's goods and work from any and all claims (including, without limitation, claims by vendees of District), liabilities, damages and expenses (including attorneys' fees) on account of (i) death or injury to any person or damage to any property arising directly or indirectly from or in connection with any goods supplied and any work performed under this purchase order, notwithstanding that such death or injury to person or damage to property may have been caused or alleged to have been caused in part by the negligence of District, its officers, directors, agents, representatives, employees, customers or users of Vendor's goods or work, (ii) contamination of or adverse effect on the environment, (iii) violation of any law or regulation or (iv) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance of goods or work. In any interparty dispute, the prevailing party shall be entitled to reasonable legal costs and expenses, including attorneys' fees.

11. INSURANCE: Neither Vendor nor any subcontractor, agent, or employee thereof shall commence work under this purchase order until the following minimum insurance coverages have been obtained:

(a) Workers' Compensation and Employer's Liability Insurance. Vendor 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 work performed under this Agreement. Vendor and each subcontractor, if applicable, shall carrier a separate policy.

(b) Commercial General Liability Insurance. Vendor 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 \$1,000,000 general aggregate in combined single limit coverage for bodily injury and property damage.

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

Prior to commencing any work hereunder, Purchaser 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 Vendor's or any subcontractors' failure to comply with any of the terms or conditions of the policy. Vendor and each subcontractor shall provide Certificates of Insurance (and renewals thereof) identifying this Agreement and demonstrating that the required coverage have been obtained. Vendor shall not allow any subcontractor, agent or employee to commence work on any work 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.

12. **ILLEGAL ALLIENS:** Vendor certifies that Vendor shall comply with the provisions of Section 8-17.5-101, C.R.S., et seq. Vendor shall not knowingly employ or contract with an illegal alien to perform work under this Purchase Order, or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. The Vendor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Purchase Order through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Vendor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Purchase Order is being performed. If the Vendor obtains actual knowledge that a subcontractor performing work under this Purchase Order knowingly employs or contracts with an illegal alien, the Vendor shall: (i) notify the subcontractor and the District within three days that the Vendor 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. Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Vendor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate this Purchase Order for breach and the Vendor shall be liable for actual damages to the District. If the Vendor participates in the Department Program, Vendor shall provide the affirmation required under Section 8-17.5-102(5)(e)(III), C.R.S., to the District.

13. **PATENTS AND TRADEMARKS:** Vendor warrants that all goods and work supplied under this purchase order shall not infringe on any third party's patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary right.

14. **TITLE AND RISK OF LOSS:** Vendor warrants title to all goods sold and bears the risk of loss or damages to the items purchased under this purchase order until they are delivered in conformity with this purchase order at District's delivery point specified in this purchase order and, upon such delivery, title shall pass to District. Passing of title shall not constitute acceptance of the items by District.

15. **TERMINATION:** District may terminate all or any portion of this purchase order at any time by giving notice to Vendor. In the event of termination without cause, District's liability shall be the lesser of: (a) a reasonable price for raw materials, components, work in progress, and any finished goods on hand; or (b) the purchase order price per finished unit, after giving effect to any discount District would otherwise be entitled to. In the event of termination without cause of any additional work specifically ordered, liability shall be the lesser of: (a) a reasonable price for properly performed work rendered prior to termination; or (b) the purchase order price for the work. If any hourly or other time-based rate for work is specified in this purchase order, such rate shall be used in determining a reasonable price. **THE FOREGOING STATES DISTRICT'S ENTIRE LIABILITY FOR TERMINATION.** Additionally, District may, by notice to Vendor, terminate in whole or in part this purchase order in the event of suspension of Vendor's business, insolvency of Vendor, institution of bankruptcy, reorganization, or liquidation proceedings by or against Vendor, the appointment of a trustee or receiver for Vendor's property or business or any assignments by Vendor for the benefit of creditors. The rights and remedies of District provided in this Termination clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this purchase order.

16. **SUBCONTRACTING AND ASSIGNMENT:** Vendor shall not assign this purchase order or any rights hereunder, nor delegate any duties, nor subcontract any work, without first securing the written approval of District. Any attempts to do so will be null and void. The price quoted by Vendor includes the price of any goods or work obtained from any subcontractor or supplier to Vendor, unless otherwise agreed in advance by District. Vendor shall incorporate the within terms and conditions on any order or subcontract approved by District and procured from third parties pertaining to this purchase order. Vendor shall remain fully responsible for all work performed by such third parties and shall indemnify and hold District harmless for any payment required to be made to any such parties.

17. **WAIVER:** No waiver of any default by either party shall act as a waiver of a subsequent or different default.

# EXHIBIT 2

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**Name of Project**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT, a quasi-municipal corporation of the State of Colorado (hereinafter referred to as “District”) and \_\_\_\_\_, (hereinafter referred to as “Consultant”).

**WITNESSETH:**

**WHEREAS**, the District desires professional engineering services for: (i) the preparation of construction plans, specifications and contract documents for

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**WHEREAS**, Consultant represents that it has the personnel and expertise to perform said professional services for the District, and that is has performed similar services for the District and other public and private entities; and

**WHEREAS**, the District has determined to retain Consultant to perform the required services upon the terms and conditions specified hereinafter.

**NOW THEREFORE**, in consideration of the premises and promises hereinafter set forth, it is mutually agreed as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform the services in the manner and locations as specified in the Scope of Services, which includes a Project Schedule, as attached hereto as Exhibit A and made a part of this Agreement (“Services”). In the event of a conflict between Exhibits A and the text of this Agreement, the text of this Agreement shall control. The District shall not oversee the work of Consultant and approved subconsultants or instruct the Consultant and approved subconsultants on how to perform the Services. Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all plans, specifications, contract documents, and other services rendered.

Consultant is responsible for providing its own training and tools for performance of the Services. Without additional compensation, and without limiting the District’s remedies, Consultant shall promptly remedy and correct any errors, omissions or other deficiencies in the Services. Consultant warrants that all Services performed under this Agreement shall be performed with the usual thoroughness and competence and in accordance with the standards of care of Consultant’s profession prevailing in Colorado.

**2. SERVICES TO BE PERFORMED BY DISTRICT**

During this Project, the District will provide:

- Full access to all available as-constructed engineering drawings and easement documents for the sewer or water mains.
- Project Manager to coordinate District support for all engineering activities.
- A representative to perform field investigation activities.
- Upon Request, a copy of available video inspection DVDs and logs
- A copy of the District's Sanitary Sewer or Water Standards and Specifications.
- Review comments from District staff and review agencies on construction drawings and specifications.
- Attend joint meetings with regulatory agencies, municipalities, impacted property owners and other affected parties.
- Conduct the preconstruction meeting.
- Assist with coordination with regulatory agencies and property owners.

### **3. NOTICE TO PROCEED AND DATE OF COMPLETION OF SERVICES**

The District will issue a Notice to Proceed with the Services specified herein upon execution of this Agreement and after the District has received Certificates of Insurance naming the District as an additional insured as required by paragraph 13 (Insurance) of this Agreement. All Services required hereunder shall be completed in accordance with the Project Schedule, which is a part of the Scope of Services, and any other timelines set forth in this Agreement. Time is of the essence and Consultant's failure to meet any deadline set forth in this Agreement, including the Scope of Services, shall be cause for termination of this Agreement by District.

### **4. OWNERSHIP OF WORK PRODUCT**

All printed material and electronic documents produced as a result of work performed under this Agreement 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 such work products shall be turned over to the District upon completion of the Project. Consultant may retain copies of all documents prepared under this Agreement.

### **5. COMPENSATION**

Consultant will be compensated on an hourly and material basis in accordance with Consultant's standard hourly rates as set forth in Exhibit B, as attached hereto and incorporated herein by this reference. Without the District's prior express written consent, total compensation to be paid to Consultant for Services rendered hereunder shall not exceed

Task 1 – Design Services – \_\_\_\_\_

Task 2 – Bidding Services - \_\_\_\_\_

Task 3 – Construction Administration Services \_\_\_\_\_

The fees include all costs associated with reproduction of reports and drawings. Payments shall be based on Consultant’s verified progress in completing the Services. If District desires that Consultant perform additional design services, or if the District approves a change in the Services to be performed by Consultant, the terms under which said Services shall be provided and the compensation therefore shall be determined by way of supplemental Agreement.

Consultant will provide progress billings to be received by the District by the 10th day of each month for work accomplished through the last day of the preceding month. Documentation supporting charges for Services rendered, including an itemized list of personnel by name or position, hours, hourly rate, and daily amount charged, shall be submitted with each invoice.

Costs billed for Services performed hereunder shall be in accordance with Consultant’s hourly billing rate schedule attached hereto as Exhibit B. Each invoice will be paid within 30 days of verification.

Compensation for Consultant provided by this Agreement is entire and complete and Consultant has not received and will not receive any other compensation, fee, commission, or discount in connection with or relating to this Agreement. Consultant warrants that it has not paid or promised to pay any compensation, fee or commission to anyone (except District approved subconsultants, and Consultant officers and employees) in order to obtain this Agreement or to perform the work. It is understood and agreed that Consultant will contract with and pay directly all approved subcontractors or approved subconsultants retained by Consultant for any services, or portion thereof, to be performed under this Agreement.

**6. INDEPENDENT STATUS**

In providing Services, Consultant shall be for all purposes an independent contractor and not an employee or agent of the District. Consultant and its employees, and approved subcontractors and/or subconsultants, if any, shall in no way represent themselves to third parties as agents or employees of District.

**7. COMPLIANCE WITH LAWS**

7.1 Illegal Aliens. In performing this Agreement, Consultant and all subcontractors and subconsultants shall comply with all applicable laws, rules and regulations, including but not limited to all federal, state and local laws. By way of explanation and not limitation, Consultant certifies that Consultant shall comply with the provisions of § 8-17.5-101, et seq., C.R.S. Consultant shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement, or enter into a contract with a subconsultant or subcontractor that knowingly employs or contracts with an illegal alien. Consultant represents, warrants and agrees that: (i) it has confirmed the employment eligibility of all employees who are

newly hired for employment to perform Services under this Agreement through participation in either the E-Verify Program or the Department Program described in § 8-17.5-101, C.R.S. Consultant 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 Consultant obtains actual knowledge that a subconsultant performing Services under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall: (i) notify the subconsultant and District within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; (ii) terminate the subcontract with the subconsultant if within three (3) days of receiving such notice, the subconsultant does not stop employing or contracting with the illegal alien, unless the subconsultant provides information to establish that the subconsultant has not knowingly employing or contracting with an illegal alien. Consultant shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Consultant fails to comply with any requirement of § 8-17.5-102(2), C.R.S., the District may terminate this Agreement for breach, and Consultant shall be liable for actual damages to District. If the Consultant participates in the Department Program, Consultant shall provide the affirmation required under § 8-17.5-102(5)(c)(II), C.R.S. to the District.

## **8. COMMUNICATIONS**

It is understood by District and Consultant that successful progress under this Agreement requires frequent, concise and documented communication between the Parties' representatives. District hereby designates \_\_\_\_\_ and \_\_\_\_\_ as the representatives who, acting individually or collectively, may give information to and receive information from Consultant. District may change its designated representatives or name additional representatives from time to time.

Consultant hereby designates \_\_\_\_\_ or any other employee of Consultant who performs Services under this Agreement, as its representative(s) who will give information to and receive information from District. Each designated representative shall have full authority to not only accept and receive information but also to accept notices, give approvals and to fully represent its respective Party for all purposes under this Agreement.

## **9. NO UNEMPLOYMENT INSURANCE OR WORKER'S COMPENSATION BENEFITS**

Consultant is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the Services for the District. Consultant is required to provide workers' compensation and unemployment insurance benefits for its employees and/or subcontractors.

## **10. PAYMENT OF TAXES**

Consultant is solely liable for any federal and state income and withholding taxes, unemployment taxes, FICA taxes, and workers' compensation payments and premiums applicable to this agreement or any Services provided. Consultant shall indemnify the District

for any liability resulting from nonpayment of such taxes and sums.

## **11. ASSIGNMENT**

Consultant may not assign this Agreement or any right or liability hereunder or enter into any subcontract hereunder or amendment thereto without prior written consent or approval of the District's representative.

## **12. INDEMNIFICATION**

To the extent authorized by law, Consultant hereby expressly agrees to indemnify, save, and hold harmless the District, its directors, officers, agents, employees and insurers against any and all liability, loss, damage, demand, action, cause of action or expense of whatsoever kind or nature, including but not limited to damage for personal injury, property damage or financial loss of any kind (including court costs and attorney's fees) which may arise out of or that are in any way connected with the work or materials furnished to the District by Consultant, its employees, agents, subconsultants, contractors, or assignees. This paragraph 12 shall survive termination of this Agreement.

Excluding its liability to third parties for bodily injury and property damage, the total aggregate liability of Consultant arising out of the performance or breach of this Agreement shall not exceed 1.5 times the total compensation paid to Consultant under this Agreement. Notwithstanding any other provision of this Agreement, Consultant and District shall have no liability to each other for contingent, consequential or indirect damages, including without limitation, damages for loss of use, revenue or profit, operating costs and facility down time, or other similar business interruption losses, however the same may be caused. The limitations and exclusion of liability set forth in this section shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant or District or their respective subcontractors.

## **13. INSURANCE**

Neither the Consultant nor any subconsultant, agent or employee shall commence any work under this Agreement until the following minimum insurance shall have been obtained.

- a. **Workers Compensation and Employer's Liability Insurance:**  
Consultant and each subconsultant shall carry worker's compensation and employers liability insurance to cover liability under the laws of the State of Colorado in connection with the work performed pursuant to this Agreement. A separate policy shall be carried by the Consultant and each subconsultant.
- b. **Commercial General Liability Insurance:**  
Consultant and each subconsultant shall carry commercial general liability insure which shall include blanket contractual liability. Such insurance shall be in the minimum amount of \$350,000 per person, \$990,000 per

occurrence, or a combined single limit of not less than \$990,000 per occurrence for bodily injury and property damage.

c. **Automobile Insurance:**

Consultant and each subconsultant shall carry automobile bodily injury and property damage liability insurance to include owned, non-owned, and hired vehicles, which are utilized in the performance of this agreement. Such insurance shall be in the minimum amount of \$350,000 per person, \$990,000 per occurrence, or a combined single limit of not less than \$990,000 per occurrence for bodily injury and property damage.

d. **Professional Liability Insurance, Including Errors and Omissions Insurance:**

Consultant and each subconsultant shall carry professional liability insurance, including errors and omissions insurance. Such insurance shall be in the minimum amount of \$1,000,000.

The required commercial general liability and automobile policies shall: (1) name the District as an additional insured for coverages only, with no premium payment obligation; (2) provide a cross liability/severability of interest clause; and (3) provide that coverage for the District will not be impaired by Consultant's failure to comply with any of the terms or condition of a policy.

The Consultant shall provide certificates of insurance (and renewals thereof), in a form acceptable to the District, identifying this Agreement and demonstrating that required coverages have been obtained. Consultant shall not allow any subconsultant, agent or employee to commence work until the appropriate certificates of insurance have been obtained and approved by the District. The coverages specified in the certificates of insurance shall not be terminated, or reduced, without providing at least thirty (30) days prior written notice to the District.

#### **14. ACCEPTANCE NOT WAIVER**

District's approval of studies, drawings, designs, plans, specifications, reports, computer programs and other work or materials shall not in any way relieve Consultant of responsibility for the technical accuracy of the Services prescribed herein. District's 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.

#### **15. TERMINATION OR SUSPENSION**

District reserves the exclusive right to terminate or suspend all or any portion of the Services prescribed herein by giving fourteen (14) days written notice to the Consultant. If any portion of the Project shall be terminated or suspended, the District shall pay Consultant equitably for all Services properly performed pursuant to this Agreement. If the Project is suspended and Consultant is not given an order to resume work within sixty (60) days from the effective date of the suspension, this Agreement will be consider terminated. Upon termination, Consultant shall immediately deliver to the District any documents then in existence that have

been prepared by Consultant pursuant to this Agreement. Unless sooner terminated in accordance with the provisions of this paragraph 15, this Agreement shall remain in effect until the Services are fully performed, at which time the Agreement shall terminate and be of no further force and effect, except as to those provisions which expressly survive termination including but not limited to paragraphs 4 and 12.

**16. COLORADO GOVERNMENTAL IMMUNITY ACT**

The parties hereto understand and agree that the District is relying upon, and has not waived, the monetary limitations of \$350,000 per person, \$990,000 per occurrence and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et.seq.

**17. NOTICE**

All notices required or given under this Agreement shall be in writing, and shall be deemed effective: (a) when delivered personally to the other party; or (b) seven days after posting in the United States mail, first-class postage prepaid, properly addressed as follows; or (c) when sent by facsimile transmission and receipt is confirmed by return facsimile transmission.

If to the Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the District: \_\_\_\_\_  
\_\_\_\_\_

Southwest Metropolitan Water and Sanitation District  
8739 W. Coal Mine Ave.  
Littleton, CO 80123

**18. NO THIRD PARTY BENEFICIARIES**

This Agreement is intended to benefit only the parties and neither subcontractors nor suppliers of Consultant nor any other person or entity is intended by the parties to be third party beneficiary of this Agreement.

**19. 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.

**20. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of Colorado.

**21. ENTIRE AGREEMENT**

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

**22. EFFECTIVE DATE**

This Agreement shall be effective in accordance with its terms as of the date it is signed by appropriate representatives of the parties hereto.

**23. INTERPRETATION**

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

**24. 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.

**25. SPECIAL DISTRICT ACT**

This Agreement is made under and is conformable to all 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, C.R.S., et seq. Insofar 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.

THEREFORE, the parties have executed this Agreement. The person executing this Agreement on behalf of Consultant represents that he or she is authorized to bind Consultant to all of the terms and provisions of this Agreement. This Agreement must have the signature of an authorized person from Consultant on both original copies.

SOUTHWEST METROPOLITAN WATER AND  
SANITATION DISTRICT

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

**CONSULTANT NAME**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT 3

## **STANDARD SERVICES AGREEMENT**

**This Standard Services Agreement** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, to be effective as of January 1, 2018 (“Effective Date”), by and between the **Southwest Metropolitan Water and Sanitation District**, a quasi- municipal corporation and political subdivision of the State of Colorado (hereinafter referred to as the “District”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”) whose business address is \_\_\_\_\_, and whose telephone number is 303- 806-8000.

### **RECITALS**

**WHEREAS**, the District desires to receive routine maintenance services for \_\_\_\_\_; and

**WHEREAS**, Contractor represents that it has the personnel, equipment, 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**, the District staff, after reviewing the Contractor’s proposal dated \_\_\_\_\_ (“Proposal”) has determined to retain the Contractor to perform \_\_\_\_\_ routine maintenance on the \_\_\_\_\_, upon the terms and conditions set forth below.

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

1. **Scope of Services.** Subject to and in accordance with the terms and provisions of this Agreement, Contractor shall provide all labor, equipment, materials, oversight and direction necessary to perform the routine \_\_\_\_\_ maintenance Tasks described in Contractor’s Proposal, a copy of which is attached hereto as ***Exhibit A*** and incorporated herein by this reference (the “Services”). In the event of a conflict or any inconsistency between the text \_\_\_\_\_ of this Agreement and ***Exhibit A***, the text of this Agreement shall control.

2. **Notice to Proceed.** From and after the Effective Date, and provided District receives satisfactory certificates of insurance as required by Paragraph 15 below, [00595551.DOCX /](#) within 20 days from the date of this Agreement, Contractor, without further specific authorization from District, except as set forth in Contractor’s Proposal, is authorized to proceed with the Services. Any services not identified within the Proposal, shall be performed by Contractor only after receiving specific written direction to do so from the District Manager.

3. **Completion of Work.** Time is of the essence with respect to Contractor's performance of Services hereunder. Contractor shall give this Agreement and the Services to be performed hereunder such priority as is necessary to cause the Services to be timely and promptly completed. Unless delayed by acts or the failure to act of the District or other causes beyond the control of Contractor and without extending any deadline established elsewhere in this Agreement, all Services shall be entirely completed and all deliverables as set forth in the Scope of Work shall be delivered to the District no later than \_\_\_\_\_, 20\_\_.

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. **Standard of Care.** The District will not supervise the work of Contractor or instruct the Contractor on how to perform the Services. Contractor shall be fully responsible for the professional quality, technical accuracy, timely completion and coordination of Services including all work and reports, if any, that are a part thereof, whether such work is performed directly by Contractor or by subcontractors or subconsultants, as approved by the District in accordance with Paragraph 24 below. Without additional compensation and without limiting the District remedies, Contractor shall promptly remedy and correct any errors, omissions, or other deficiencies in the Services. Contractor represents that all Services provided under this Agreement shall be performed with competence and in accordance with the standard of care of Contractor's profession prevailing in Colorado.

7. **Compensation.** For Services performed under this Agreement, the District shall compensate Contractor on a lump sum and hourly basis in accordance with the lump sum and hourly rates set forth on *Exhibit A*. Notwithstanding any other provision contained herein to the contrary, however, total compensation paid to Contractor for 201\_\_ shall not exceed \_\_\_\_\_ without District's prior express written consent.

The compensation to Contractor as 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 agrees 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. Subject to paragraph 24 below, it is understood and agreed that Contractor will contract with and pay directly all subcontractors providing services, if any, retained by Contractor for any Services or portion thereof that are provided by a subcontractor.

8. **Method of Payment.** Contractor shall invoice the District \_\_\_\_\_ in the amount of \_\_\_\_\_ for Services performed under this Agreement during the \_\_\_\_\_ for which the invoice is being submitted. 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 Manager may reasonably require.

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 Services authorized under this Agreement. Request for additional Services may be made by the District Manager or other representative orally or in writing, provided, the oral request shall be confirmed by a written request within two days after the oral request. If the District directs Contractor to proceed with any work that is outside the Scope of Work, 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.

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 carry 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 \$1,000,000 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 \$1,000,000 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 coverage 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) **Laws and Regulations.** In performing this Agreement, Contractor shall comply with all applicable laws, rules and regulations, including but not limited to all federal, state and local laws.

(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 no 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 and that arises out of or is caused by any actual or allegedly 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 \_\_\_\_\_, 20\_\_ and shall expire on \_\_\_\_\_, 20\_\_\_\_ (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) calendar 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. During any extension of the Term of this Agreement, all terms, covenants and conditions of this Agreement shall remain and be in full force and effect. For purposes of this Agreement, the Initial Term and the Extension Period, to the extent neither Party delivers Notice of Non-Renewal, shall be referred to as the Term of this Agreement. Said Contractor reserves the right to renegotiate Services annually to reflect recognized and significant changes in operating costs provided Contractor gives District notice of its intent to do so within the ninety (90) day period set forth in this paragraph.

20. **Suspension/Termination.** The District reserves the right to terminate this Agreement upon (10) days prior written notice to Contractor for any reason and/or no reason, and/or to suspend all or any portion of the Services by giving (10) 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 \_\_\_\_\_ 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 contractor 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 not an exclusive agreement, and District may retain other contractors to perform similar services, at the District's sole discretion.

26. **No Third Party Beneficiaries.** This Agreement is intended to benefit only the Parties hereto and no subcontractor or supplier of Contractor or any other person or entity is intended by the Parties to be a third party beneficiary of this Agreement

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 \$350,000 per person, \$990,000 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 the Effective Date.

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 by the 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to District:

\_\_\_\_\_, District Manager  
Southwest Metropolitan Water and  
Sanitation District  
8739 West Coal Mine Avenue 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 \_\_\_\_ day of \_\_\_\_\_, 201 .

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

SOUTHWEST METROPOLITAN WATER AND  
SANITATION DISTRICT

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

\_\_\_\_\_, District Manager

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

Title \_\_\_\_\_

# EXHIBIT 4

## CONTRACT

THIS CONTRACT ("Contract"), made and entered into this . day of \_\_\_\_\_, 20\_\_\_, by and between SOUTHWEST METROPOLITAN WATER AND SANITATION DISTRICT, party of the first part, hereinafter in the Contract Documents called the OWNER, and \_\_\_\_\_, a Colorado corporation, herein after referred to in the Contract Documents as CONTRACTOR.

WITNESSETH: That the Owner and the Contractor, for the considerations hereinafter named, mutually agree as follows:

### ARTICLE 1

SCOPE OF WORK: For and in consideration of the unit and/or lump sum prices for the various items of work as set forth in the Bid and Proposal heretofore submitted by the Contractor, said Contractor shall furnish all administration, superintendence, labor, equipment and material necessary to complete and deliver to the Owner, to the Owner's satisfaction, all work covered by this Contract, free from all liens, claims and demands of any kind for material, equipment, supplies, services, labor, taxes and damage to property or persons, in strict compliance with the Contract Documents.

### ARTICLE 2

CONTRACT DOCUMENTS: The Contract Documents, which comprise the entire agreement and contract between Owner and Contractor, and which are attached to this Contract and are incorporated herein by this reference, consist of:

- (a) Notice to Bidders
- (b) Instructions to Bidders
- (c) Bid Bond Form
- (d) Performance, Payment and Maintenance Bond
- (e) Contract
- (f) Certificate of Incorporation
- (g) Notice of Award
- (h) Notice to Proceed
- (i) Proposal
- (j) Drawings
- (k) General Specifications and Special Specifications
- (l) Addenda (See Proposal)

The Contract Documents shall be binding and effective and form a part hereof, as if attached hereto or fully set out herein, and each detail shall be equally binding whether it appears in one, some, or all of the Contract Documents. There are no Contract Documents other than those listed above. The Contract Documents may only be altered, amended or repealed by a written modification signed by the parties hereto.

### ARTICLE 3

PERFORMANCE, PAYMENT AND MAINTENANCE BOND: Contractor furnishes concurrently herewith a Performance, Payment and Maintenance Bond in the amount of the total Contract price, as required by the Contract Documents, such Bond being attached hereto. The Performance, Payment and Maintenance Bond shall guarantee all material and workmanship furnished by the Contractor for a period of two (2) years after the date of final inspection and acceptance by the Owner.

#### ARTICLE 4

TIME OF COMPLETION: The Contractor shall proceed with due diligence and care and shall maintain the necessary men, materials and equipment on the job to complete in its entirety one hundred (100) percent of the work on time. Delivery of all materials shall be complete in accordance with the Contract Documents NOT LATER THAN \_\_\_\_\_, 20\_\_, and liquidated damages of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) per day will be deducted from the amount due the Contractor for the performance of the Contract for each day thereafter which is required to complete one hundred (100) percent of the work called for by the Contract. Extension of the completion date will be allowed only in accordance with provisions of the Contract Documents.

#### ARTICLE 5

CONTRACT PRICE: The Contractor agrees to complete the work shown and described in the Proposal which consists of Schedule No. 1 for the Project description, location and subdivision for the sum of Cost of project numerical and written

#### ARTICLE 6

PAYMENT PROCEDURES: Contractor shall submit applications for payment in accordance with the General Conditions. Applications for payment will be reviewed by the Engineer, who shall make recommendation to Owner concerning the payment thereof to Contractor.

Owner shall make progress payments on account of the Contract Price on the basis of Contractor's applications for payment, as recommended by the Engineer, within ten (10) days of Owner's approval of Contractor's pay request. All progress payments will be on the basis of the progress of the work measured by the schedules of values provided for in the General Conditions.

If Contractor is satisfactorily performing this Contract, progress payments shall be in an amount equal to ninety-five (95) percent of the calculated value of any work completed, less the aggregate of payments previously made. If, in the opinion of the Engineer and Owner, satisfactory progress is not being made, or if claims are filed under Section 38-26-107, C.R.S., as amended, Owner may retain such additional amounts as Owner may deem reasonably necessary to assure completion of the work covered by this Contract, or to pay such claims and any Engineer's and attorney's fees reasonably incurred or to be incurred by Owner in defending or handling such claims. The withheld percentage of the Contract Price shall be retained until the work is covered by this Contract is satisfactorily and finally accepted by Owner

in accordance with the provisions of the Contract Documents. Progress payments shall not constitute final acceptance of any work covered by this Contract.

Owner shall make final payment, including release of retainage, to Contractor, as recommended by the Engineer and in accordance with the Contract Documents and Section 38-26-107, C.R.S.

## ARTICLE 7

### COMPLIANCE WITH LAW:

- a) Contractor certifies that the Contract shall be performed in accordance with all applicable, state, federal, and local laws, including but not limited to, the provisions of Section 8-17.5-101 *et seq.* C.R.S.
- b) Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Contractor represents, warrants and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall: (i) notify the subcontractor and District within three (3) days that 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 contracted 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., District may terminate this Agreement for breach, and Contractor shall be liable for actual and consequential damages to District. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to District.
- c) Contractor, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that Contractor (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

## ARTICLE 8

INDEMNIFICATION: To the extent authorized by law, Contractor hereby expressly agrees to indemnify, save, and hold harmless the District, its directors, officers, agents, employees and insurers against any and all liability, loss, damage, demand, action, cause of action or expense of whatsoever kind or nature, including but not limited to damage for personal injury, property damage or financial loss of any kind (including court costs and attorney's fees) which may arise out of or that are in any way connected with the work or materials furnished to the District by Consultant, its employees, agents, subconsultants, contractors, or assignees. This paragraph 12 shall survive termination of this Agreement.

Excluding its liability to third parties for bodily injury and property damage, the total aggregate liability of Contractor arising out of the performance or breach of this Agreement shall not exceed 1.5 times the total compensation paid to Contractor under this Agreement. Notwithstanding any other provision of this Agreement, Contractor and District shall have no liability to each other for contingent, consequential or indirect damages, including without limitation, damages for loss of use, revenue or profit, operating costs and facility down time, or other similar business interruption losses, however the same may be caused. The limitations and exclusion of liability set forth in this section shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Contractor or District or their respective subcontractors.

## ARTICLE 9

INSURANCE: During the term of this Contract, Contractor shall: (i) maintain all insurance required by the State Workmen's Compensation Act or any other employee benefit law; (ii) provide broad form general liability and property damage insurance in the minimum amount of \$1,000,000 for bodily injury, death or damage to property of any person and \$1,000,000 for bodily injury, death or damage to property of more than one person, or such other greater amounts as may be specified in the Contract Documents for injuries, death or damages which may arise out of or result from Contractor's acts or omissions in performing the Project work, designating District and Project Manager as "additional Insureds" thereunder; and (iii) unless otherwise waived by District in writing, furnish builders risk insurance for protection against damage, explosion, fire, vandalism, theft and other dangers ordinarily included under such coverage, including loss of use resulting therefrom, to the full insurable value of all property, structures, equipment and material of District within Contractor's control, designating District as "loss payee" thereunder. Contractor shall file certificates of insurance coverage satisfactory to District prior to commencement of performance. Such certificates shall provide that coverages afforded thereunder shall not be cancelled until at least thirty (30) days' prior written notice has been given to District.

ARTICLE 10

APPROPRIATIONS; CHANGE ORDERS: This Agreement is subject to Section 24-91-103.6, C.R.S., and in accordance therewith:

District represents that it has appropriated money equal to or in excess of the Contract Price for the work.

District shall not issue any Change Order or other directive (other than a clarification) requiring additional compensable work to be performed that will cause the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Contract Price and any subsequent appropriations, unless:

Contractor is given written assurance by District that lawful appropriations to cover the costs of the additional work have been made and are available prior to performance of the additional work; or

Such additional work is covered by the following remedy-granting provision: Contractor may request, in writing, a letter from District explaining the expected sources of funding for the additional work. In the event District does not provide such written assurance reasonably satisfactory to Contractor within five (5) days of Contractor's request, Contractor may stop work until such time as District provides satisfactory assurances. Contractor's acceptance of a Change Order in accordance with any assurances provided under this paragraph shall not limit or restrict Contractor from making a claim under the Contract Documents for an adjustment in the Contract Price or the Performance Deadlines or otherwise for expenses or damages directly attributable to Contractor's stoppage of the work as permitted hereunder.

For any Change Order or other directive (other than a clarification) that requires additional compensable work to be performed, District shall reimburse Contractor for Contractor's costs on the periodic basis set forth in the Contract Documents for all additional directed work performed until the Change Order is finalized. In no instance shall the periodic reimbursement be required before Contractor has submitted an estimate of cost to District for the additional compensable work to be performed.

ARTICLE 11

TIME: Unless otherwise expressly provided, any reference herein to days shall mean calendar days. All times stated in this Agreement are of the essence.

ARTICLE 12

NOTICE: Any notice required hereunder shall be in writing delivered to the applicable Party at the address set forth at the beginning of this Agreement or as changed pursuant to the provisions of this Section.

ARTICLE 13

SECTION HEADINGS: The section headings in this Agreement and any other Contract Documents are inserted for convenience and are not intended to indicate completely or accurately the contents of the

sections which they introduce, and shall have no bearing on the construction of the sections which they introduce.

ARTICLE 14

NO THIRD-PARTY BENEFICIARIES: The Parties to this Agreement do not intend to extend any benefits to any person not a Party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any rights, legal or equitable, to enforce or rely on any provision of this Agreement.

ARTICLE 15

DULY AUTHORIZED SIGNATORIES. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in three (3) counterparts, as of this day and year hereinabove set forth.

(SEAL)

\_\_\_\_\_  
CONTRACTOR

ATTEST:

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

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

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

SOUTHWEST METROPOLITAN  
WATER AND SANITATION  
DISTRICT

ATTEST:

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

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

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

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

NOTE: Certificate of Incorporation shall be executed if Contractor is a Corporation

# EXHIBIT 5

# CORPORATE CREDIT CARD PURCHASE REPORT

DATE OF TRANSACTION: \_\_\_\_\_

VENDOR: \_\_\_\_\_

AMOUNT OF PURCHASE: \_\_\_\_\_

PURPOSE OF TRANSACTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

*Please attach receipts to this form with a paperclip. No staples please.*

# EXHIBIT 6

# MICRO PURCHASE DOCUMENTATION FORM

DATE OF PURCHASE: \_\_\_\_\_

VENDOR: \_\_\_\_\_

VENDOR ADDRESS: \_\_\_\_\_

AMOUNT OF PURCHASE: \_\_\_\_\_

PURPOSE OF PURCHASE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HOW WAS ORDER OR PURCHASE MADE (verbal, email, other): \_\_\_\_\_

EMPLOYEE SIGNATURE: \_\_\_\_\_

*Please attach order form or receipts to this form with a paperclip. No staples please.*

# EXHIBIT 7

## Approved Vendor List

<u>Category</u>	<u>Vendor Name</u>	
<b>Building/Facility Maintenance &amp; Services</b>		
<b>Backflow Service</b>	American Backflow, LLC	
<b>Communication Services</b>	Century Link	
	Comcast	
	Professional Answering Service	
	Sprint	
	SPOK, Inc.	
	System Communications	
<b>Door Service</b>	Englewood Lock & Safe	
	Stanley Access Tech, LLC	
	Vortex Colorado Inc.	
<b>Electrical Service</b>	J&R Electric, Inc.	
	Wired Up	
<b>Elevator Services</b>	Kone, Inc.	
<b>Equipment Rental/Services</b>	Chatfield Rentals	
<b>Fire Extinguisher Service</b>	AMPRO Fire Extinguisher Service	
<b>Fire Sprinkler</b>	Central Fire Protection	
<b>Mud/Polly Jacking Services</b>	Concrete Lift & Stabilization, Inc.	
<b>Heating &amp; Air Conditioning Services</b>	Denver Heating & Air Condition	
<b>Indoor Foliage</b>	Bristol Botanics	
<b>Irrigation Clock</b>	ET Water Systems, Inc.	
<b>Janitorial Services</b>	JRS Janitorial	
<b>Landscape/Snow Removal Services</b>	Arrowhead Landscape/Winter Services	
	Terracare Associates, LLC	
	Variety Landscape	
<b>Plumbing Services</b>	Done Plumbing & Heating	
<b>Pump &amp; Motor Services</b>	EC Power	
	Excell Pump Services	
	Falcon Supply	
	Rains-Flo/Sealing Sytems	
	Smith & Loveless	

<b>Security Services</b>	Tyco Integrated Security LLC	
<b>Consulting</b>		
<b>Accounting Services</b>	Schilling & Company, Inc.	
<b>Engineering Services</b>	Browns Hill Dewberry Engineers Inc. ENS Consulting Kennedy/Jenks Jacobs Engineering RG and Associates, LLC	
<b>GIS Consulting</b>	Merrick & Company, Inc.	
<b>Legal</b>	Collins Cockrel & Cole	
<b>Contractors</b>		
<b>Paving Contractors</b>	A Fast Patch Metro Pavers, Inc.	
<b>Pipe/Construction Contractors</b>	Brannan Construction Company C&L Water Solutions, Inc. DRC Construction Services, Inc Guildner Pipeline Maintenance Levi Contractors, Inc. R & D Pipeline R. Nichols Excavating Western Slope Utilities Wildcat Civil Services	
<b>Pipe Lining Contractors</b>	Insituform Technologies, Inc. Layne Inliner, LLC	
<b>By-Pass Pumping Contractors</b>	C&L Water Solutions Rain for Rent Sunbelt Rentals Wagner Equipment Co.	
<b>Restoration/Clean Up Contractors</b>	Belfor Property Restoration BluSky	
<b>Utility Location Services</b>	Utility Technical Service	
<b>Welding</b>	Mountain Man Welding Services	
<b>Equipment/Vehicle Mntc.</b>		
<b>Lubricants/Fuel</b>	Certified Laboratories DA Lubricants, Inc. Pynergy Petroleum, LLC Thermo Fluids Inc.	
<b>Tires</b>	A&E Tire, Inc.	

	All Season Tire & Service	
	Anderson Tire Service	
	GoodYear Auto Service Center	
<b>Towing</b>	Connolly's Towing, Inc.	
<b>Vehicle Emissions</b>	EnviroTest Systems	
<b>Vehicle/Equipment Parts</b>	Aries Industries/CCV	
	Central States Hose, Inc.	
	Cues	
	G&S Auto Parts, Inc.	
	Gutermann	
	Hydro Physics	
	Hydro Products	
	Intermountain Sales, Inc.	
	O.J. Watson Equipment	
	Star Headlight & Lantern Co.	
	Ten Point Sales	
	William's Equipment	
<b>Vehicle/Equipment Repair</b>	Bradford Auto Body. Inc.	
	Cummins Rocky Mountain LLC	
	Dawson Infrastructure Solution	
	EC Power	
	Emich Chevrolet	
	Farris Machinery Company	
	Landmark Lincoln	
	McCandless International	
	Rush Medium Duty Truck	
	The Worx, Inc.	
	Transwest Truck Trailer RV	
<b>Vehicle/Equipment Services</b>	AV-Tech Electronics, Inc.	
	A Convenient Change, LLC	
	Colorado Fleet Solutions	
	Kois Brothers Equipment	
	Mile High Graphics	
	Portable Computer Systems, Inc	
	Royce Industries, L.C.	
<b>Windsheild/Glass Repair</b>	Glass Doctor of Denver	
	Ken Caryl Glass	
<b>Maintenance Supplies/Services - General</b>		
<b>Apparel</b>	Jack Nadel International	
<b>Safety Supplies</b>	CCP Industries	
	Essentail Safety Products	
	Red Wing Shoes	



	First Choice Coffee Service	
<b>Office Supplies</b>	CDW-Government, Inc.	
	Graphic Forms & Supply, Inc.	
	House of Flags	
	Sam's Club	
	SOS Technologies	
	Staples Advantage	
<b>Printing</b>	Alphagraphics, Inc.	
	Cottrell Printing Company, Inc.	
<b>Software Management</b>		
<b>Accounting Software</b>	Sage Software, Inc.	
<b>AutoCAD Software</b>	DLT Solutions, LLC	
<b>GIS Management</b>	Esri, Inc.	
<b>Asset Management</b>	Infor Public Sector, Inc.	
<b>Website Hosting/Administration</b>	Hostworks, Inc.	
<b>Utility Locating Software</b>	Korterra, Inc.	
<b>IT Services</b>	North Star, Inc.	
<b>Timesheet Managment</b>	Replicon, Inc.	
<b>Fire hydrant/PRV Pressure Monitoring</b>	Telog Instruments, Inc.	
<b>Filing Software</b>	DCNC, Inc.	
	Trumpet, Inc.	
	Worldox	

# EXHIBIT 8

# APPROVED VENDOR FORM

Legal Name of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone Number: \_\_\_\_\_

Owner/President (in case of LLC, Manager): \_\_\_\_\_

Contact: \_\_\_\_\_

Vendor agrees that:

1. Vendor has in force and will continue to retain the following insurance coverages:

**Worker’s Compensation and Employer’s Liability Insurance**

The Supplier and each sub-contractor shall carry worker’s compensation and employer’s liability insurance to cover liability under the laws of the State of Colorado in connection with the work performed pursuant to this Contract. A separate policy shall be carried by the Supplier and each sub-contractor.

**Commercial General Liability Insurance**

The Supplier and each sub-contractor shall carry commercial general liability insurance which shall include blanket contractual liability. Such insurance shall be in the amounts specified in the Colorado Governmental Immunity Act, *C.R.S. S24-10-101, et seq.* as it may be amended from time to time (currently \$350,000 per person, \$990,000 per occurrence for bodily injury and property damage).

**Automobile Insurance**

The Supplier and each sub-contractor shall carry automobile bodily injury and property damage liability insurance to include owned, non-owned, and hired vehicles, which are utilized in the performance of this Contract. Such insurance shall be in the amounts specified in the Colorado Governmental Immunity Act, *C.R.S. S24-10-101, et seq.* as it may be amended from time to time (currently \$350,000 per person, \$990,000 per occurrence for bodily injury and property damage).

The Supplier shall provide certificates of insurance (and renewals thereof), which shall identify the Contract and be in a form acceptable to the District demonstrating that required coverages have been obtained. The Supplier shall not allow any sub-contractor, agent, or

employee to commence work until appropriate certificates of insurance have been obtained and approved by the District. The certificates of insurance shall certify that relative to the commercial general liability and automobile policies, the District has been named as an additional insured, for coverages only, as to all work performed by the Supplier (or sub-contractor, applicable) pursuant to the Contract, with no premium payment obligations. The coverages specified in the certificate(s) of insurance shall not be terminated, or reduced, without providing at least thirty (30) days prior written notice to the District.

2. Vendor agrees that they comply with and will continue to comply with the following:

**Illegal Aliens:**

In performing this Contract, Supplier shall comply with all applicable laws, rules and regulations, including but not limited to all federal, state and local laws. By way of explanation and not limitation, Supplier certifies that Supplier shall comply with the provisions of § 8-17.5-101, et seq., C.R.S. Supplier shall not knowingly employ or contract with an illegal alien to perform work under this Contract, or enter into a contract with a Supplier or sub-contractor that knowingly employs or contracts with an illegal alien. Supplier represents, warrants and agrees that: (i) it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program described in § 8-17.5-101, C.R.S. Supplier shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If Supplier obtains actual knowledge that a sub-contractor performing work under this Contract knowingly employs or contracts with an illegal alien, Supplier shall: (i) notify the Supplier and the District within three (3) days that Supplier has actual knowledge that the consultant. is employing or contracting with an illegal alien; (ii) terminate the contract with the Supplier. If within three (3) days of receiving such notice, the Supplier does not stop employing or contracting with the illegal alien, unless the Supplier provides information to establish that the Supplier is not knowingly employing or contracting with an illegal alien. Supplier shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Supplier fails to comply with any requirement of § 8-17.5-102(2), C.R.S., the District may terminate this Contract for breach, and Supplier shall be liable for actual damages to District. If Supplier participates in the Department Program, Supplier shall provide the affirmation required under § 8-17.5-102(5)(e)(III), C.R.S. to the District.

3. Vendor agrees it will not assign or sub-contract purchases made by the District (“District”) to another party without written approval of the District.

Please include a copy of the insurance certificate naming the District as an additional insured and a W-9 for District records.

XXX Name of Company XXX

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

Print: \_\_\_\_\_

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

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

# EXHIBIT 9

## **Southwest Metropolitan**

Belfor	annual + 2 extensions
Blusky	annual + 2 extensions
Bristol Botanics	annual + 2 extensions
C&L	annual + 2 extensions
Denver Heating	annual + 2 extensions
EC Power	annual + 2 extensions
JRS Janitorial	annual + 2 extensions
Kone Elevator	annual + 2 extensions
Merrick	annual + 2 extensions
Metro Pavers	annual + 2 extensions
Arrowhead	annual + 2 extensions