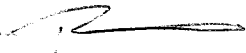



PUBLIC WORKS DEPARTMENT
MEMORANDUM #2013 – 13

DATE: March 11, 2013
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David H. Willett, Acting City Manager 
Raymond Reling, Public Works Superintendent for Utilities
SUBJECT: CR – 25; 2013 WWTP Biosolids Removal, Hauling, and Disposal 

BACKGROUND

In accordance with the City's Wastewater Treatment Plant (WWTP) discharge permit, issued by the Colorado Department of Public Health and Environment, the City is prohibited from permanently storing biosolids on-site. As part of the normal operations of the WWTP, the City generates approximately 600 dry tons of biosolids annually. The biosolids are removed from the lagoons at the WWTP and then land applied for beneficial reuse as a fertilizer and soil conditioner pursuant to State and Federal regulations. Biosolids are applied to City-owned property where wheat and corn crops are grown, and also applied to Contractor-permitted sites.

On January 22, 2013, the City posted an invitation to bid for biosolids removal service in 2013 (IFB 2013-01). One contractor, **Liquid Waste Management**, submitted a bid. Parker Ag Services submitted a bid via US mail, but it did not arrive before the deadline. McDonald Farms expressed interest, but did not have the resources to prepare a bid. Liquid Waste Management's unit prices for 2013 were slightly lower for biosolids removal and slightly higher for dredging than their previous 2012 bid.

Based on their previous work for the City, Staff recommends awarding the 2013 Biosolids Removal Service contract to **Liquid Waste Management**. The Agreement is structured in a manner so that the unit price bids are based on dry tons. The Agreement also requires both on-site application with associated farming activities and off-site hauling and disposal. The Agreement also includes a one-year fixed price contract, with a maximum of two one-year extensions at a price rate modification equal to the Denver-Boulder Consumer Price Index or by an adjustment that is mutually agreed to by both parties.

BUDGET/TIME IMPLICATIONS

The estimated cost of the 2013 Biosolids Removal Service as proposed is **\$250,000**. Funding is available from the 2013 Water/Wastewater Fund - Wastewater Operations/Property Services.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute an Agreement between the City of Northglenn and **Liquid Waste Management, Inc** to provide biosolids removal, hauling, and disposal services for an amount not to exceed **\$250,000**.

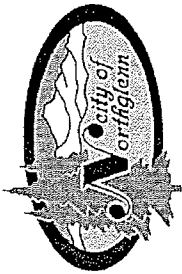
Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

Raymond Reling, Public Works Superintendent for Utilities rreling@northglenn.org or 303-450-4049

Attachments:

- Bid Summary and IFB
- Rocky Mountain E-Purchase Posting
- 2012 pricing (for comparison)



CITY OF NORTHGLENN
FORMAL BID SUMMARY

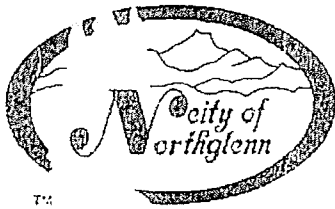
BID NUMBER: IFB 2013-01
 BID NAME: Biosolids Removal Service
 DEPARTMENT: Public Works

	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
	TIME:	TIME:	TIME:	TIME:	TIME:	TIME:
liquid waste Management, Inc.	2/19/13					
DATE DUE: 02/19/13	9:28am					
TIME: 10:00 a.m. MST	Yes					
Addendum Acknowledged						
Part A: Dredging, Farming & Biosolids Application to City -Owned Property						
1-200 Dry Tons...Unit	\$144.00					
201-400 Dry Tons...Unit	\$144.00					
401-600 Dry Tons...Unit	\$134.00					
>600 Dry Tons...Unit	\$112.00					
Part B: Dredging, Hauling, and Off-Site Biosolids Application						
1-200 Dry Tons...Unit	\$278.00					
201-400 Dry Tons...Unit	\$274.00					
Part C: Dredging Services						
1 - 10 Days...Day	\$2,700.00					
11-20 Days...Day	\$2,700.00					
21-30 Days...Day	\$2,700.00					

Debbie Mohr
 FINANCIAL

Crystal Newkirk
 CITY CLERK / DEPUTY

02/19/2013
 DATE



BID NO 2013-01

ISSUE DATE 01/21/2013

INVITATION FOR BID (IFB) COVER SHEET

BID TITLE: 2013 Biosolids Removal Service

SUBMISSION DEADLINE: 10:00 A.M. on 2/19/2013

LOCATION: City Clerk's Office
11701 Community Center Dr
Northglenn CO 80233
bids@northglenn.org
www.govbids.com

CONTACT: Tom Kawamoto, Civil Engineer II

EMAIL: tkawamoto@northglenn.org

PHONE: 303-450-8837

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website at:
<http://govbids.com/scripts/col/public/home1.asp>.

MANDATORY

PREBID CONFERENCE: None

DATE & TIME: _____ at _____

LOCATION: _____

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

PRINT OR TYPE YOUR INFORMATION

Company	<u>Liquid Waste Management, Inc.</u>	Fax Number	<u>303-651-0309</u>
Address	<u>P.O. Box 888</u>	City, State Zip	<u>Longmont, CO 80502</u>
Contact Person	<u>Jay Holmes</u>	Title	<u>President</u>
Email	<u>jayholmes@lwm@gmail.com</u>	Phone	<u>303-651-7070</u>
Signature	<u>Jay Holmes</u>		
Print name	<u>Jay Holmes</u>		

BID FORM

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

BID: Pursuant to the "advertisement for bids" for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of Liquid Waste Management Inc. (hereinafter called **BIDDER**) organized and existing under the laws of the State of Colorado doing business as a Corporation *. To the **CITY OF NORTHGLENN** (hereinafter called **CITY**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform WORK on

2013 Biosolids Removal Service

2013-01

in strict conformance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies, and in case of a joint **BID** each party thereto certifies as to his own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions.

BIDDER acknowledges receipt of the following **ADDENDUM**:

Addendum #1 dated 2-11-13

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID SPECIFICATIONS

- EXHIBIT A - QUALIFICATIONS
- EXHIBIT B - SCOPE OF SERVICES
- EXHIBIT C - SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES
- EXHIBIT D - ILLEGAL ALIEN CERTIFICATION
- EXHIBIT E - 2010 TESTING RESULTS (FOR REFERENCE)

BID SUMMARY

Liquid Waste Management, Inc.
(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items, complete and in place, as specified for the:

2013 Biosolids Removal Services

-

2013-01

PART A: Dredging, Farming, and Biosolids Application to City-Owned Property			
Item	Description	Unit	Unit Cost
1	1-200 Dry Tons	Dry Ton	\$ 144.00
2	201-400 Dry Tons	Dry Ton	\$ 144.00
3	401-600 Dry Tons	Dry Ton	\$ 134.00
4	>600 Dry Tons	Dry Ton	\$ 112.00
5	Percent of the Total Sale of the Harvested Crop to be Paid to the City of Northglenn		15 %

PART B: Dredging, Hauling, and Off-Site Biosolids Application			
Item	Description	Unit	Unit Cost
6	1-200 Dry Tons	Dry Ton	\$ 278.00
7	201-400 Dry Tons	Dry Ton	\$ 274.00

PART C: Dredging Services			
Item	Description	Unit	Unit Cost
8	1-10 Days	Day	\$ 2700.00
9	11-20 Days	Day	\$ 2700.00
10	21-30 Days	Day	\$ 2700.00

Sub-contractors (if any): Work they will perform:

- 1. N/A Email: _____
- 2. _____ Email: _____
- 3. _____ Email: _____

Please provide a complete and accurate list of at least three references and contact phone numbers:

- 1. City of Evans - Cameron Parrott Phone: 970-475-1113
Email: Cparrott@ci.evans.co.us
- 2. City of Thornton - Eduardo Moreno Phone: 720-977-6272
Email: Eduardo.Moreno@cityofthornton.net
- 3. Town of Palisade - Frank Watt Phone: 970-464-1116
Email: fwatt@townofpalisade.org

Respectfully submitted,



Signature

P.O. Box 888 Longmont, CO 80502

Address

President

Title

2-19-13

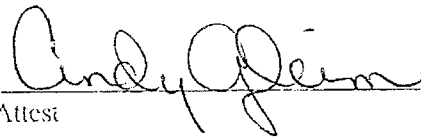
Date

License Number
(If Applicable Signature)

303-651-7070

Phone Number

(Seal, if Bid is by a Corporation)



Attest

[Navigation](#) [Bid Library - Solicitation](#) [Notice](#)
[List of Solicitation Titles](#)
[New Search](#) The information below is a summary of solicitation number **IFB-2013-01** posted by City of Northglenn. To view all attachments related to this document use the links under the "Attachments" section.
[Main Menu](#)
CLOSED

2013 Biosolids Removal Service

Date Issued: 01/18/2013
Deadline: 02/19/2013 prior to 10:00 AM M.S.T.
Requisition Number:
Delivery Point: Northglenn, CO
Delivery Date: Spring
Type of Purchase: Term: 3/18/2013 to 12/31/2013
Construction Related: No
Type of Response Allowed: Online or Hardcopy
Issuing Agency: City of Northglenn
Using Department: Public Works
Special Notices: Insurance Required

- Attachments**
- [Documents \(1 File\)](#)
 - [Addenda \(1\)](#)
- Other Options**
- [View NIGP Codes](#)
 - [Issue New Notice](#)

ACCEPTING VENDOR QUESTIONS:

Due Date: 2/4/2013 5:00:00 PM M.S.T.
Primary Contact Name: Mr. Tom Kawamoto
Title: Civil Engineer II
Email: tkawamoto@northglenn.org

SUMMARY OF SPECIFICATIONS:

The City of Northglenn is soliciting bids for biosolids removal, hauling, and disposal from its wastewater treatment facility. The contract time for this solicitation will be the calendar year 2013 with a renewal option for two additional years.

EXHIBIT A

FOR
REFERENCE/
COMPARISON

Pricing for 2012, dredging, farming and bio-solids application to City owned property and off-site Bio-solids application prices are as follows:

If the City can not provide the contracted minimum amount of water for irrigation (75 Acre Feet), the percentage of the total sale of the harvested crop to be paid to the City will be zero percent not the listed amount in Table Part A.

Part A: Dredging, Farming and Bio-solids application to City Owned Property

ITEM	DESCRIPTION	Calendar Year 2012
1.	0-200 Dry Tons	\$148.00
2.	200-400 Dry Tons	\$148.00
3.	400-600 Dry Tons	\$148.00
4.	Greater than 600 Tons	\$140.00
5.	Percent of the total sale of the harvested crop to be paid to the City of Northglenn	15%

Part B: Dredging, hauling and off-site Bio-solids application:

ITEM	DESCRIPTION	Calendar Year 2012
1.	0-200 Dry Tons	\$280.00
2.	200-400 Dry Tons	\$270.00
3.	400-600 Dry Tons	\$270.00
4.	Greater than 600 Tons	\$272.00

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-25
Series of 2013

Series of 2013

A RESOLUTION APPROVING AN AGREEMENT BETWEEN LIQUID WASTE MANAGEMENT, INC. AND THE CITY OF NORTHGLENN FOR THE 2013 WASTEWATER TREATMENT FACILITY BIOSOLIDS REMOVAL, HAULING AND DISPOSAL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Agreement between Liquid Waste Management, Inc. and the City of Northglenn, attached hereto, in an amount not to exceed \$250,000.00 to provide Biosolids Removal, Hauling and Disposal services at the Wastewater Treatment Plant during the 2013 calendar year is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this _____ day of _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Liquid Waste Management, Inc. (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires professional services.

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Contractor's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Contractor, the City shall pay Contractor an amount not to exceed Two hundred and fifty thousand dollars (\$ 250,000.00). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Contractor shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Contractor shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

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

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall 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, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor 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.

2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. If Contractor does not currently employ any employees, Contractor shall sign the NO Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the

extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

X. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section IX. above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of

interests provision.

3. Professional liability insurance on projects over \$1,000,000 with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Eve Craven
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

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

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Contractor with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XIII. CONFLICT OF INTEREST

The Contractor shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Contractor: Liquid Waste Management, Inc.
P.O. Box 888
Longmont, CO 80510-0888

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
Name Date

Joyce Downing

Print Name
Mayor

Title

ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

ATTEST:

By: Tom Kawamoto
Tom Kawamoto

Print Name
Civil Engineer II 3/6/13

Title Date

CONTRACTOR:
By: Jay Holmes
Jay Holmes

Print Name
President 3-6-13

Title Date

City's Contract # 7013-01

Name of City's Project Manager

Tom Kawamoto

BID SUMMARY

Liquid Waste Management, Inc.
(Vendor Name)

Hereby submits to the City of Northglenn, Colorado the following bid items, complete and in place, as specified for the:

2013 Biosolids Removal Services

-

2013-01

PART A: Dredging, Farming, and Biosolids Application to City-Owned Property			
Item	Description	Unit	Unit Cost
1	1-200 Dry Tons	Dry Ton	\$ 144.00
2	201-400 Dry Tons	Dry Ton	\$ 144.00
3	401-600 Dry Tons	Dry Ton	\$ 134.00
4	>600 Dry Tons	Dry Ton	\$ 112.00
5	Percent of the Total Sale of the Harvested Crop to be Paid to the City of Northglenn		15 %

PART B: Dredging, Hauling, and Off-Site Biosolids Application			
Item	Description	Unit	Unit Cost
6	1-200 Dry Tons	Dry Ton	\$ 278.00
7	201-400 Dry Tons	Dry Ton	\$ 274.00

PART C: Dredging Services			
Item	Description	Unit	Unit Cost
8	1-10 Days	Day	\$ 2700.00
9	11-20 Days	Day	\$ 2700.00
10	21-30 Days	Day	\$ 2700.00

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Liquid Waste Management, Inc.
(Prospective Contractor)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name 2013 Biosolids Removal Services

Bid Number 2013 - 01 Project No. 2013 - 01

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 6th day of March, 2013.

Prospective Contractor Liquid Waste Management, Inc.

By: Jay Thomas

Title: President