
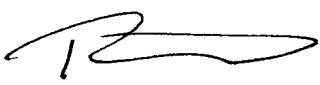


**PUBLIC WORKS DEPARTMENT**  
**MEMORANDUM # 2014 – 10**

**DATE:** January 27, 2014  
**TO:** Honorable Mayor Joyce Downing and City Council Members  
**FROM:** John Pick, City Manager   
David Willett, Director of Public Works   
**SUBJECT:** CR – 11; 2014 Biosolids Removal, Hauling, and Disposal Contract – Liquid Waste Management, Inc.

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**BACKGROUND**

The Biosolids Removal, Hauling, and Disposal contract consists of removal of biosolids from the wastewater treatment plant lagoons, land application of the biosolids for use as fertilizer and soil conditioner for wheat and corn crops, and off-site hauling and disposal. The 2013 contract was for a one-year term, with a maximum of two one-year extensions (2014 and 2015), each at a price rate increase equal to the annual change in the Denver-Boulder-Greeley Consumer Price Index (CPI). The current CPI is 2.8%.

The 2013 contract was awarded to Liquid Waste Management, Inc. (LWM) and staff recommends extending the contract for 2014. LWM has proposed a price increase of 2.8% for 2014. Two copies of the standard agreement for professional services are attached for reference. Exhibit B reflects the adjusted prices for 2014.

**BUDGET/TIME IMPLICATIONS**

The proposed contract would be funded out of the 2014 Water/Wastewater Fund, Wastewater Operations/Property Services.

**RECOMMENDATION**

Attached to this memorandum is a Resolution that, if approved, would Authorize the Mayor to execute a contract between the city of Northglenn and **Liquid Waste Management, Inc.** for the 2014 Biosolids Removal, Hauling, and Disposal Contract in the amount not to exceed **\$250,000.00**.

Staff recommends approval of the proposed Resolution.

**STAFF REFERENCE**

Raymond Reling, Public Works Superintendent for Utilities [rreling@northglenn.org](mailto:rreling@northglenn.org) or 303.450.4049

Attachments:

- 2014 Professional Services Agreement

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-11  
Series of 2014

\_\_\_\_\_  
Series of 2014

A RESOLUTION APPROVING AN AGREEMENT BETWEEN LIQUID WASTE MANAGEMENT, INC. AND THE CITY OF NORTHGLENN FOR THE 2014 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 2014 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 \_\_\_\_\_, 2014.

\_\_\_\_\_  
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 \_\_\_\_\_, 20\_\_\_\_, 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 fifty thousand (\$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 Contractor 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 Contractor, 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 Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor 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 Contractor 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 Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The

Contractor 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:** Contractor 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 Contractor 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. Contractor 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 Contractor 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. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure 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 Agreement or by law. 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 procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured 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 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 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: Terrie Pineda  
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 three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., 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 80502

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

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_  
Joyce Downing Date  
  
Mayor  
Title

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Hoffmann Date  
City Attorney

**CONTRACTOR:** Liquid Waste Management, Inc.

By: Jay Holmes  
Jay Holmes  
Print Name

ATTEST:

By: Cindy Gleim  
Cindy Gleim  
Print Name

President 1-22-14  
Title Date

Office Manager 1/22/14  
Title Date

Name of City's Project Manager  
Tom Kawamoto

## EXHIBIT A



City of Northglenn  
Public Works Department  
11701 Community Center Drive  
Northglenn, Colorado 80233  
303-450-8762 Phone  
303-450-8708 Fax

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### SCOPE OF SERVICES

#### I. GENERAL

A. Bid prices will be accepted for calendar year 2013. Prices shall be firm and fixed at the bid rates.

B. All or part of the terms and conditions of this contract may be extended for two (2) additional one (1) year terms. The extension may be granted if the level of service is found to be acceptable by the City. The maximum allowable percent increase of cost for each extension will be determined by the Denver/Boulder Consumer Price Index and/or agreement by both parties. Extensions will be subject to annual approval by Northglenn City Council.

C. The biosolids material is treated in lagoons at the City of Northglenn Wastewater Treatment Plant located at 5445 Weld County Road 2, Brighton, Colorado. The North Lagoons have an approximate depth of 28 FT, and surface dimensions of 850 FT by 250 FT. The total accumulated depth of biosolids material is approximately 5 to 10 FT.

D. Dry tons will be calculated by using percent total solids multiplied by the volume in million gallons multiplied by 8.34 pounds per gallon and divided by 2000 pounds per ton. Total solids will be calculated on a daily basis during the process. The Contractor will ensure each truck load is sampled and these individual samples are given to wastewater treatment plant staff for total solids analysis.

E. The total amount of biosolids which can be applied to City property will vary year to year. The City may apply all, some, or none of the biosolids to City property, depending on the allowable agronomic application rate.

F. The Contactor shall generate all required annual reports for biosolids removal and application for the Federal and State agencies. The reports are due to the Project Manager 7 days before the reports are due to the regulatory agencies.

G. See Exhibit E - 2010 Testing Results for biosolids application and drawing for the lagoons.

## EXHIBIT A

### II. DREDGING, FARMING, AND BIOSOLIDS APPLICATION ON CITY-OWNED PROPERTY

A. The work to be performed under this part of the contract includes the furnishing of all materials, labor, transportation, mobilization, de-mobilization, and equipment necessary to dredge, haul, and legally dispose of liquid or solid wastewater biosolids on City-owned property. The work shall also include activities associated with the growing and harvesting of agricultural crops on City-owned property, as well as obtaining the permit for biosolids application on the property. Only biosolids application and normal agriculture activities are authorized on the indicated City property. All agricultural activities shall comply with Federal, State, and Local regulations.

B. The only biosolids allowed for application to City property are biosolids generated at the City's wastewater treatment plant.

C. The Contactor shall maintain the property to prevent noxious weeds, exercise farming practices for the application of biosolids, provide maintenance to the existing improvements (except center pivot), and operate the irrigation system in a responsible manner.

D. The Contactor shall be responsible for all sampling and tests required for the land application of biosolids to City property on an annual basis. The City will collect samples throughout the year to comply with Class B sludge metals, organics, and pathogen requirements. The results from the samples will be provided to the Contractor. The Contractor will be responsible for all other regulatory sampling and testing requirements related to land application including, but not limited to, soil testing, crop testing, etc. The City will sample during biosolids removal for metals, organics, pathogens, total solids, etc. and the Contractor must make accommodations for the sampling.

E. The Contactor shall be responsible for making arrangements to provide utilities to the property and shall pay all utility rates and charges incurred during the term of the contract.

F. The City is responsible for the maintenance and repair of the center pivot if the center pivot is operated per manufacturer recommendations. If the center pivot's disrepair causes a crop failure, the City will cover the cost of the seeding only. Seeding costs include seed, fuel, and man hours of seeding only. An itemized invoice must be provided to the City within 30 days. Contractor shall notify the WWTP staff of any center pivot malfunctions within 48 hours of finding the malfunction.

G. The irrigation water provided on an annual basis will be between 75 to 125 acre feet. The dates irrigation water is available varies on a yearly basis. The following dates shown indicates Bull Canal's operation dates for the past five years:

## EXHIBIT A

Year	Start Date	Stop Date
2008	05/27/2008	09/07/2008
2009	05/21/2009	09/16/2009
2010	07/02/2010	08/10/2010
2011	05/05/2011	09/09/2011
2012	06/14/2012	09/03/2012

H. Notice of intended crops must be given to and approved by the Project Manager. Crops shall be limited by State and Federal regulations for the application of biosolids.

I. The Contractor shall provide all the labor, equipment, and materials necessary for the farming activities on the City property.

J. The Contractor shall plant, irrigate, cultivate, and harvest a crop from City's property used for biosolids application.

K. Four unit prices shall be specified for the biosolids application utilizing the City owned property adjacent to the Wastewater Treatment Plant in the Rate Schedule, Part A, and payment shall depend upon the quantity of material removed as measured in dry tons. One unit for percentage of the total sale of the harvested crop shall also be provided in Rate Schedule, Part A, Item 5.

L. After the harvest and the crops are sold, a receipt shall be presented to the City within 15 working days of sale of the crop, and a check issued to the City for the provided percentage of the total sale price at that time. If the crop is sold in parts, the City's share shall be processed in the above time frame. The time listed may be extended with written approval from the project manager

M. Copies of Site Approvals and sample results for City property application sites shall be given to the Project Manager prior to any mobilization of equipment to the work sites for biosolids application. The Contractor must keep detailed records for each load of material transported and disposed of, including truck number, driver, quantity, date, and disposal location. The Contractor shall also be responsible for assisting in the collection of samples of material for each truckload to be hauled. Records shall be maintained and available to the City for all extended land application monitoring required by regulatory guidelines.

### III. DREDGING, HAULING, AND OFF-SITE BIOSOLIDS APPLICATION

A. The work to be performed under this part of the contract includes the furnishing of all materials, labor, transportation, mobilization, de-mobilization, and equipment necessary to dredge, haul, and legally dispose of liquid wastewater biosolids. The work shall include locating and permitting any and all disposal sites. The contractor shall generate all required annual reports for biosolids removal for Federal and State agencies.

## EXHIBIT A

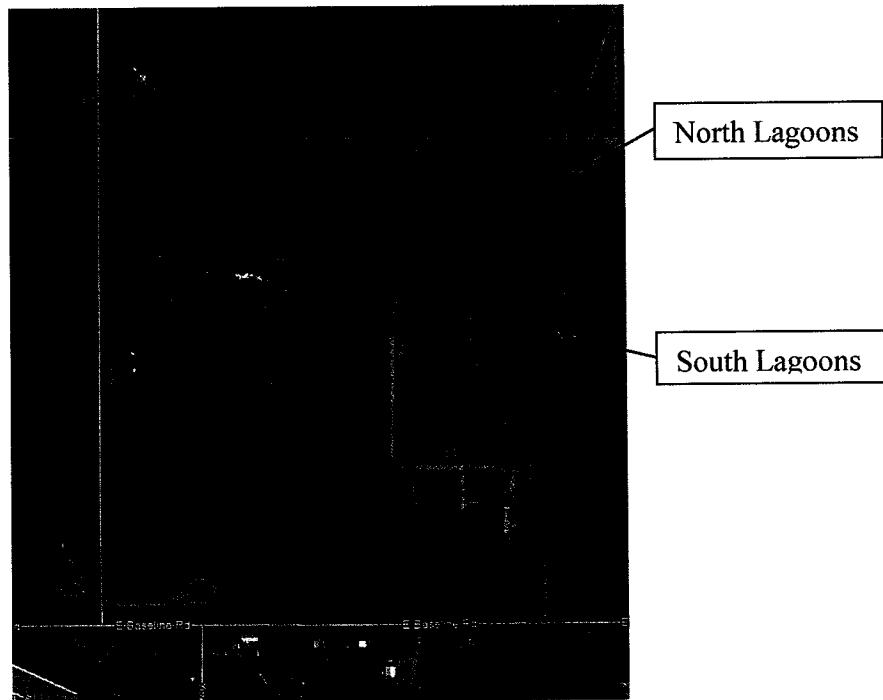
B. Two unit prices shall be specified for the biosolids application utilizing the contractor's land application sites in the Rate Schedule, Part B, and payment shall depend upon the quantity of material removed as measured in dry tons.

C. The Contractor shall take legal ownership of the biosolids upon leaving the plant. Copies of Site Approvals for each disposal site shall be given to the Project Manager prior to any mobilization of equipment to the work sites. The Contractor must keep detailed records for each load of material transported and disposed, including truck number, driver, quantity, date, and disposal location. The Contractor shall also be responsible for assisting in the collection of samples of material for each truckload to be hauled. Records shall be maintained and available to the City for all extended land application monitoring required by regulatory guidelines.

### IV. DREDGING SERVICES

A. The work to be performed under this part of the contract includes the furnishing of all materials, labor, transportation, mobilization, de-mobilization, and equipment necessary to provide dredge services based on 8-hour increments (one work day).

B. The dredging services will be performed in any of the four lagoons at the City of Northglenn Wastewater Treatment Plant. The South Lagoons have a depth of 20 FT and surface dimensions of 500 FT by 250 FT. All four lagoons are shown in the photo below:



C. Daily basis is defined as 8 hours per day. The dredging equipment is required to have a minimum pumping capacity of 700 gallons per minute for a minimum 8-hour duration.

EXHIBIT A

D. Thee unit prices shall be specified in the Rate Schedule, Part C, and payment shall depend upon the number of days service is provided.

## EXHIBIT B

### RATE SCHEDULE

To That Trade Contractor Agreement  
Between the City of Northglenn ("City") and  
Liquid Waste Management, Inc. ("Contractor")

The Contractor's schedule of charges for calendar year 2014 are as follows:

<b>PART A: Dredging, Farming, and Biosolids Application to City-Owned Property</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
1	1-200 Dry Tons	Dry Ton	\$ 148.03
2	201-400 Dry Tons	Dry Ton	\$ 148.03
3	401-600 Dry Tons	Dry Ton	\$ 137.75
4	>600 Dry Tons	Dry Ton	\$ 115.14
5	Percentage of the Total Sale of the Harvested Crop to be Paid to the City of Northglenn	Percent	15 %

<b>PART B: Dredging, Farming, and Off-Site Biosolids Application</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
6	1-200 Dry Tons	Dry Ton	\$ 285.78
7	201-400 Dry Tons	Dry Ton	\$ 281.67

<b>PART C: Dredging Services</b>			
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
8	1-10 Days	Day	\$ 2775.60
9	11-20 Days	Day	\$ 2775.60
10	21-30 Days	Day	\$ 2775.60



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 2014 Biosolids Removal Services

Bid Number \_\_\_\_\_

Project No. \_\_\_\_\_

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 12th day of December, 2013.

Prospective Contractor Liquid Waste Management, Inc.

By: Jay D. Jones

Title: President