

**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2018 - 23**

DATE: April 9, 2018

TO: Honorable Mayor Carol A. Dodge and City Council Members

FROM: James A. Hayes, AICP, City Manager 
Robert Webber, Acting Director of Public Works 

SUBJECT: **CR-52**
2018 Wastewater Treatment Plant; Biosolids Removal, Hauling and Disposal

PURPOSE

City Council will be considering a contract award for the biosolids removal from the lagoons at the Wastewater Treatment Plant (WWTP).

BACKGROUND

In accordance with the City's Wastewater Treatment Plant's (WWTP) discharge permit, issued by the Colorado Department of Public Health and Environment (CDPHE), the City is prohibited from permanently storing biosolids on-site. As part of normal operations at WWTP, the City generates between 750 – 1300 dry tons of biosolids annually. The Contractor will remove biosolids from the lagoons at WWTP, hauling contents off-site and then land applying biosolids for beneficial reuse as a fertilizer and soil conditioner pursuant to State and Federal regulations. Biosolids are applied to Contractor-permitted sites.

BID SCHEDULE

On February 15, 2018, the City posted a request for proposal (RFP 2017-038) for biosolids removal services for the 2018 budget year. On March 7, 2018, the City received only one bid. The city accepted the bid from the sole bidder, Veris Environmental, LLC in the amount of \$392.80 per dry ton.

Being the sole bidder Veris Environmental, LLC with a bid amount of \$392.80 per dry ton is recommended. City staff contacted the submitted references and determined the Contractor's past performance on similar projects meets the City standards. The Agreement requires removal, off-site hauling, land application and includes a one-year fixed price contract. The contract includes 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 IMPLICATIONS

This project will be funded from the Property Services Account within the Wastewater fund which was allocated \$300,000 for the 2018 budget year.

SCHEDULE/TIME IMPLICATION

With Council approval of the Agreement, a Notice to Proceed will be issued requesting work to begin immediately and completed by December 31, 2018.

STAFF 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 Veris Environmental, LLC to provide biosolids removal, hauling, and disposal services in 2018 for an amount not to exceed \$300,000.

Staff recommends approval of the Resolution.

April 9, 2018
WWTP; Biosolids Removal, Hauling and Disposal

STAFF REFERENCE

Raymond Reling, Utilities Manager

rreling@northglenn.org

303.450.4049

ATTACHMENTS

Scope of Work

Bid Tab



Public Works

2350 W. 112th Avenue
Northglenn, CO 80234
P: 303-451-1289
F: 303-450-4044
northglenn.org

Request for Bid (RFB)

Project Name: 2018 Wastewater Treatment Plant (WWTP)
Biosolids Loading, Hauling and Disposal Services

Bid Number: 2017-038

The City of Northglenn is soliciting proposals from Contractors for services associated with land application of treated sludge (biosolids) generated by the Northglenn Wastewater Treatment Plant (WWTP). Services include loading, hauling, and the land application of biosolids in addition to keeping records and reports as required by state and federal regulations.

Waste Activated Sludge (WAS) is produced from the stabilization lagoon WWTP. The Northeast Lagoon has an approximate depth of 25 (twenty-five) feet and a surface dimension of 850 feet by 250 feet. The total accumulated depth of biosolids material is approximately 10 to 12 feet. The Average Percent of Solids removed in 2017 was 5.76. The Northglenn WWTP anticipates 800 to 1300 dry tons to be removed in 2018 from the biosolids lagoon.

The City shall choose a Contractor based on an evaluation of proposals as described in this Request for Proposal (RFP). The selected Contractor shall have the opportunity to enter into a one (1) year contract with the City, renewable for up to three (3) additional consecutive one (1) year terms upon mutual agreement of the parties. Consideration for extensions will be based on, but not limited to the following criteria: timeliness of completion, acceptable performance of the contract, accuracy in the reporting process, timeliness in submitting reports, and professional conduct with City staff and other third parties. Each extension will be subject to annual approval by Northglenn's City Council.

Scope of Service

Contractor's Responsibility as Hauler/Applicator:

The services to be provided by Contractor in hauling and disposing of biosolids include, without limitation, the following:

General

- Contractor shall comply with all requirements of the City, county, state, and federal agencies.
- Contractor will provide Notice of Authorization (NOA) prior to commencing work to the WWTP Chief Plant Operator (CPO).
- Contractor shall develop a written Spill Plan, which must be approved by the CPO prior to work commencement.
- Contractor will acknowledge that no dewatering shall be allowed in the RFB.
- The expected time frame for the work to be completed is during the spring and the fall. The City would prefer no work to be done during the summer months which may cause an increase in odor complaints due

to warmer weather. Working in the winter months is not recommended due to adverse weather and inclement field conditions which may prevent the completion of the contract.

- Loading, hauling and applying biosolids may need to be done on demand up to seven (7) days per week.
- In the event that weather or field conditions are such that Contractor is prevented from applying biosolids via sub-surface injection or surface application with immediate incorporation, the Contractor shall halt work until the conditions have improved. The CPO shall be notified (via email) that work has ceased and contacted when work restarts.
- Contractor shall be responsible for all costs related to mobilization, demobilization, transportation and application. This will include all costs associated with fuel, labor, repairs, maintenance, permit fees, testing, insurance and other associated costs.
- Contractor shall begin operations within thirty (30) days of executing the agreement and receiving from the City a written notice to proceed.
- Contractor shall enter and leave WWTP through the south gate only. Contractor provide its own locking system for the plant gate. Contractor shall load and haul sludge only between the hours of 7:00 a.m. to 6:30 p.m., Monday through Sunday unless other hours are mutually agreed upon for special conditions. By 7:00 p.m. the contractor will be off-site.
- Contractor shall have all equipment off-site within fifteen (15) days after fulfilling the contract.

Disposal Site

- Hauling the biosolids to a Contractor agricultural disposal site that is approved for that purpose by the Colorado Department of Public Health and Environment (CDPHE). Contractor will apply biosolids only on the application sites that have been located and permitted by Contractor.
- Contractor shall be responsible for obtaining all required permits and approvals. Copies of permits shall be provided to the CPO before biosolids application begins.
- Contractor shall provide application site soil samples to CPO.
- All soil and ground water testing required to determine appropriate application rates are to be performed by Contractor.
- Contractor shall be responsible for providing site approval for each disposal site prior to the mobilization of equipment on the work sites. The City reserves the right to prohibit application of the City's biosolids on a particular site. CPO will provide a written refusal to Contractor if a selected site is not approved. The City must be notified of any change in sites or the addition of sites not previously approved by the City.

Regulations

- Contractor shall comply with all federal and state laws and local regulations regarding the land application of biosolids, specifically including, without limitation, those contained in Federal Register 40 C.F.R. 503, Colorado Biosolids Regulations 64 (5CCR 1002-64), and any other corresponding guidelines or applicable legislation, regulations, or guidelines of any governmental entity, as amended. Contractor shall notify the City immediately, in writing, about any aspect of this project that does not meet the requirements of all applicable regulations.

Calculations

- Contractor will provide PAN calculations to the CPO.
- Contractor shall be responsible for calculation and compliance with proper annual and cumulative land application rates that are to be based upon the agronomic rate of the proposed crop to be grown on the site. Application is to be performed with agricultural equipment that uniformly applies biosolids and documents that application rates have not exceeded the amounts allowed by the CDPHE or the U.S. Environmental Protection Agency (EPA).
- Dry Tons will be calculated by using Percent Total Solids, multiplied by the volume in million gallons, multiplied by 8.34 pounds per gallon, divided by 2000 pounds per ton. Total Solids will be calculated on a daily basis during the process, results will be available within one (1) business day of sample receipt.

Sampling & Testing

- Contractor will comply with CDHPE and EPA regulated sampling guidelines.
- Contractor will use bottles provided by the City for sample collecting.
- The Contractor will ensure each truck load is sampled and that these individual samples are given to the WWTP staff for Total Solids Analysis.
- Sampling specifics: a sample size is 500 milliliter (mL). Three (3) grab samples are taken per truck load; one sample is taken at the start of loading, another sample is taken during the middle of loading and a final sample is taken at the end of loading.

Record Keeping

- Copies of biosolids results performed by the City will be supplied to Contractor upon request. Contractor shall notify the City immediately, in writing, of any analytical result or application rate that does not meet the requirements of all applicable regulations. *Attachment A provides the 2017 Biosolids Results.*
- Contractor shall be responsible for developing and maintaining records as required by: (a) federal regulations governing sludge disposal and use, 40 C.F.R. 503; (b) any state regulations governing biosolids (including Section 4.9.0, 5 C.C.R. 1002-19, and other applicable regulations); (c) the terms and conditions of the City's wastewater discharge permit, CO-0036757; and (d) any requirements imposed by County or other local jurisdictions. The records shall be retained by Contractor for a minimum of five (5) years as required by federal regulations.
- The City requires accurate load tracking during the biosolids removal contract. Load tracking reporting data shall include; date, in gallons the beginning plant meter, ending plant meter, daily plant meter, calculated wet tons, average percent solids, calculated dry tons, farm code, field code, and crop year. Biosolids load tracking should be submitted by the end of the following business day. *Attachment B provides an example Biosolids Load Tracking Sheet.*

Reporting

- Contractor shall be responsible for the preparation of all required biosolids application reports, including both the annual CDPHE and EPA reports. The Contractor shall provide the proper certification statements to the City for these reports. Biosolids Reports shall be provided by Contractor to the City. These reports are due January 15, 2019.
- Contractor shall provide all certified statements and records required by state, federal, and City regulations to the City on a monthly or quarterly basis as required.
- Contractor shall maintain weekly billing statements that note each ticket number and quantities hauled to each disposal site, the charge per dry ton and the total charge for the month.

Equipment

- Contractor will provide a list of the quantity, type, and capacity of disposal trucks, injection equipment, or other equipment owned or leased by Contractor and a description of the equipment that will be available for use in the City's land application program. The list must specify if any equipment is to be rented or leased. Provided list of equipment shall be submitted to the CPO for approval prior to commencement of work.
- All equipment used (owned or leased) must meet or exceed all operational safety and insurance standards as set forth by the industry or by statute. The land application process shall be strictly monitored for permit compliance and public acceptance by the Contractor. Representatives of the CDPHE, the City, or other interested parties and agencies are deemed authorized to visit the application sites.

Responsibility & Liability

- Contractor assumes complete responsibility and liability for the sludge once it is loaded from the assigned City loading station including, but not limited to, transportation to application site, cleanup of spillage during transportation, application and ultimate disposal of the sludge.
- Contractor assumes complete responsibility and liability for damage to City property including, but not limited to, embankment on lagoon and road maintenance for access road to and from the lagoon site.
- Contractor shall indemnify and hold harmless the City for any actions taken by Contractor under this Agreement, including indemnification against any and all claims or suits for damages, penalties, attorney's fees and costs. The City shall retain only that liability which is statutorily mandated under either state or federal laws. Contractor shall be fully and solely responsible for obtaining contracts with disposal sites, and shall be fully and solely responsible for complying with all federal, state, and local laws or regulations and for complying with all contracts entered into with disposal site owners and operators.

Contractor Experience

- Provide a Summary of Contractor's experience in hauling and disposing of biosolids in quantities equal to or greater than those produced by the City.
- Provide a list of clients for whom Contractor has provided municipal biosolids hauling and disposal services including the experience in permitting compliance requirements with the state of Colorado for the last five (5) years. The list shall note the years the service was provided and a current name and telephone number of a contact person for each client.
- Provide a copy of the most current as well as the previous year's biosolids annual reports that were prepared for a Colorado client.
- Provide a summary of Contractor's experience in maintaining records associated with land application of biosolids, including types of record keeping previously used, any administrative resources available, etc.
- Provide names of key personnel who will be involved with the City's disposal program, including management, administrative, and operating personnel. A brief description of the experience of these employees in biosolids handling and disposal shall also be provided.

Pricing

- Proposed price for the services for the first year of operation, presented as a unit price per Dry Ton, of biosolids disposal. For purposes of this RFP, it can be assumed that about 800-1300 dry tons of biosolids will be land-applied in the first year of the agreement.
- It is assumed by the City that renewals shall be negotiated yearly and increases shall not exceed the Denver-Boulder-Greeley CPI.

- The proposal shall be signed by an official authorized to bind the Company and shall expressly state that the proposal is valid for 120 days.

Contract

- Contractor shall be required to execute the Services Contract included in this proposal package.

Insurance

- During the time of the contract, the Company shall maintain insurance in force at its own expense.
- The City of Northglenn must be named as additionally insured during the contract period.
 - The correct legal terminology is as reads, “City of Northglenn, the Owner, Officers, and the Engineer, and its Agents and Employees, and any designated person, company, or entity is an Additional Insured on the General Liability including completed operations, on a primary and non-contributory basis, and the business automobile liability.”
- A Certificate of Insurance must be submitted to the CPO with the signed contract in its entirety and must include all exclusions and amendments.

Bid Tabs

Previous Bid Tabs are a matter of public record. If you would like to request a copy of the previous bid tabs, please request a City Open Records Request (CORA) from the City Clerk’s Office at 303.450.8756.

Questions

Questions regarding clarification or interpretation of this RFP should be submitted in writing, via email, to Manuel Freyre at mfreyre@northglenn.org.

Attachments

Attachment A – 2017 Biosolids Results

Attachment B – Sample Biosolids Load Tracking Excel Sheet

Attachment C – Sample Contract



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP 2017-038
 BID NAME: 2018 Wastewater Treatment Plant; Biosolids Removal,
 Hauling and Disposal
 DEPARTMENT: Public Works

	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
	Veris Environmental UC				
DATE DUE: 3/7/18	DATE: 3/6/18	DATE:	DATE:	DATE:	DATE:
TIME: 10:00 a.m. MST	TIME: 12:51 pm	TIME:	TIME:	TIME:	TIME:
Addendum 1	yes				

Becky Rohr
Finance Department

Will Andrews
City's Clerk's Office

3/7/18
Date

SPONSORED BY: MAYOR DODGE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-52
Series of 2018

Series of 2018

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND VERIS ENVIRONMENTAL, LLC FOR THE 2018 WASTEWATER TREATMENT PLANT BIOSOLIDS LOADING, HAULING AND DISPOSAL SERVICES

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

Section 1. The Agreement between the City of Northglenn and Veris Environmental, LLC, attached hereto, in an amount not to exceed \$300,000.00 to provide biosolids loading, hauling and disposal services at the Wastewater Treatment Plant during the 2018 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 _____, 2018.

CAROL A. DODGE
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 Veris Environmental, LLC (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 three hundred thousand dollars (\$300,000.00). 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.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

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. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

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: Tracey Bowlds
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: Veris Environmental, LLC
53036 Highway 71
Limon, CO 80828

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

CITY OF NORTHGLENN, COLORADO

By: _____
Name Date

ATTEST:

Carol A. Dodge
Print Name

Mayor

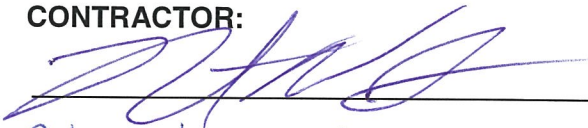
Johanna Small, CMC Date
City Clerk

Title

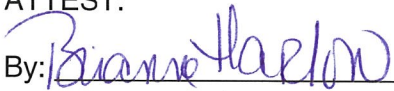
APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

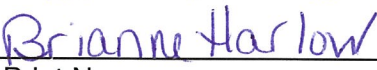
CONTRACTOR:

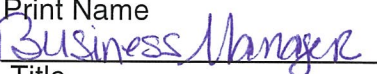
By: 

ATTEST:

By: 

Robert Harlow Jr
Print Name



Print Name

Title
3/26/18
Date

CEO
Title
3/26/18
Date



Public Works
2350 W. 112th Avenue
Northglenn, CO 80234
P: 303-451-1289
F: 303-450-4044
northglenn.org

EXHIBIT A – Summarized Scope of Service

Summarized Scope of Service

Contractor's Responsibility as Hauler/Applicator:

The services to be provided by Contractor in hauling and disposing of biosolids include, without limitation, the following:

General

- Contractor shall comply with all requirements of the City, county, state, and federal agencies. Contractor will provide Notice of Authorization (NOA) prior to commencing work to the WWTP Chief Plant Operator (CPO). Contractor shall develop a written Spill Plan, which must be approved by the CPO prior to work commencement. Contractor shall be responsible for all costs related to mobilization, demobilization, transportation and application. This will include all costs associated with fuel, labor, repairs, maintenance, permit fees, testing, insurance and other associated costs.

Disposal Site

- Hauling the biosolids to a Contractor agricultural disposal site that is approved for that purpose by the Colorado Department of Public Health and Environment (CDPHE). Contractor will apply biosolids only on the application sites that have been located and permitted by Contractor. Contractor shall be responsible for obtaining all required permits and approvals. Copies of permits shall be provided to the CPO before biosolids application begins. Contractor shall provide application site soil samples to CPO. All soil and ground water testing required to determine appropriate application rates are to be performed by Contractor.

Regulations

- Contractor shall comply with all federal and state laws and local regulations regarding the land application of biosolids, specifically including, without limitation, those contained in Federal Register 40 C.F.R. 503, Colorado Biosolids Regulations 64 (5CCR 1002-64), and any other corresponding guidelines or applicable legislation, regulations, or guidelines of any governmental entity, as amended. Contractor shall notify the City immediately, in writing, about any aspect of this project that does not meet the requirements of all applicable regulations.

Calculations

- Contractor shall be responsible for calculation and compliance with proper annual and cumulative land application rates that are to be based upon the agronomic rate of the proposed crop to be grown on the site. Application is to be performed with agricultural equipment that uniformly applies biosolids and documents that application rates have not exceeded the amounts allowed by the CDPHE or the U.S. Environmental Protection Agency (EPA).

Sampling & Testing

- Contractor will comply with CDHPE and EPA regulated sampling guidelines. Contractor will use bottles provided by the City for sample collecting. The Contractor will ensure each truck load is sampled and that these individual samples are given to the WWTP staff for Total Solids Analysis. Sampling specifics: a sample size is 500 milliliter (mL). Three (3) grab samples are taken per truck load; one sample is taken at the start of loading, another sample is taken during the middle of loading and a final sample is taken at the end of loading.

Record Keeping

- Contractor shall be responsible for developing and maintaining records as required by: (a) federal regulations governing sludge disposal and use, 40 C.F.R. 503; (b) any state regulations governing biosolids (including Section 4.9.0, 5 C.C.R. 1002-19, and other applicable regulations); (c) the terms and conditions of the City's wastewater discharge permit, CO-0036757; and (d) any requirements imposed by County or other local jurisdictions. The records shall be retained by Contractor for a minimum of five (5) years as required by federal regulations.

Reporting

- Contractor shall be responsible for the preparation of all required biosolids application reports, including both the annual CDPHE and EPA reports. The Contractor shall provide the proper certification statements to the City for these reports. Biosolids Reports shall be provided by Contractor to the City. These reports are due January 15, 2019. Contractor shall provide all certified statements and records required by state, federal, and City regulations to the City on a monthly or quarterly basis as required. Contractor shall maintain weekly billing statements that note each ticket number and quantities hauled to each disposal site, the charge per dry ton and the total charge for the month.

Equipment

- Contractor will provide a list of the quantity, type, and capacity of disposal trucks, injection equipment, or other equipment owned or leased by Contractor and a description of the equipment that will be available for use in the City's land application program. The list must specify if any equipment is to be rented or leased. Provided list of equipment shall be submitted to the CPO for approval prior to commencement of work. All equipment used (owned or leased) must meet or exceed all operational safety and insurance standards as set forth by the industry or by statute. The land application process shall be strictly monitored for permit compliance and public acceptance by the Contractor. Representatives of the CDPHE, the City, or other interested parties and agencies are deemed authorized to visit the application sites.

Responsibility & Liability

- Contractor assumes complete responsibility and liability for the sludge once it is loaded from the assigned City loading station including, but not limited to, transportation to application site, cleanup of spillage during transportation, application and ultimate disposal of the sludge. Contractor shall indemnify and hold harmless the City for any actions taken by Contractor under this Agreement, including indemnification against any and all claims or suits for damages, penalties, attorney's fees and costs. The City shall retain only that liability which is statutorily mandated under either state or federal laws. Contractor shall be fully and solely responsible for obtaining contracts with disposal sites, and shall be fully and solely responsible for complying with all federal, state, and local laws or regulations and for complying with all contracts entered into with disposal site owners and operators.

Pricing

- Proposed price for the services for the first year of operation, presented as a unit price per Dry Ton, of biosolids disposal. For purposes of this RFP, it can be assumed that about 800-1300 dry tons of biosolids will be land-applied in the first year of the agreement.

Insurance

- During the time of the contract, the Company shall maintain insurance in force at its own expense. The City of Northglenn must be named as additionally insured during the contract period. A Certificate of Insurance must be submitted to the CPO with the signed contract in its entirety and must include all exclusions and amendments.

VERIS Proposed use of a Mixed Boat

VERIS is proposing to utilize a Mix Boat, or “Lagoon Crawler” in order to maximize the solids pumped from the lagoon. The boat will agitate and mix solids in the lagoon prior to pumping into VERIS tankers.

2018 Proposed Price for Removal, Hauling & Disposal of Biosolids

VERIS price is \$392.80 per Dry Ton

(Price is inclusive of all costs including: mobilization and permitting land application sites.)

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

FROM: Veris Environmental, LLC
(Prospective Contractor)

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

Project Name 2018 WWTP-Biosolids Removal, Hauling and Disposal

Bid Number 2017-038

Project No. N/A

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 26 day of March, 2018.

Prospective Contractor Veris Environmental LLC

By: 

Title: CEO

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Robert Harlow Jr, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

[Signature]
Contractor Signature

3-27-18
Date

STATE OF COLORADO)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27th day of March, 2018, by Robert Harlow, Jr. as CEO/Manager of Veris Environmental, LLC.

My commission expires: 12/16/19

(SEAL)

[Signature]
Notary Public

