

PUBLIC WORKS DEPARTMENT
MEMORANDUM #2016 – 23

DATE: March 28, 2016
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: David H. Willett, Acting City Manager/Public Works Director
SUBJECT: **Council Resolution #40**
2016 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 October 12, 2015, the City posted a request for proposal for biosolids removal service in 2016 (RFP 2015-025). Two contractors, Veris Environmental, LLC and McDonalds Farms Enterprises, Inc, submitted bids.

Based on their previous work for the City, Staff recommends awarding the 2016 Biosolids Removal Service contract to **Veris Environmental, LLC**. 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 2016 Biosolids Removal Service as proposed is **\$300,000**. Funding is available from the 2016 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 **Veris Environmental, LLC** to provide biosolids removal, hauling, and disposal services for an amount not to exceed **\$300,000**.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

Kent Kisselman, PE, Engineering Manager	kkisselman@northglenn.org	303.450.4005
Gregory Yanker, PE, Lead Engineer	gyanker@northglenn.org	303.450.8780
Daniel Martinez, EIT, Civil Engineer I	danmartinez@northglenn.org	303.450.8839

Attachments:

- Bid Summary and RFP
- Resolution
- Trade Contractor Agreement



CITY OF NORTHGLENN
FORMAL BID SUMMARY

BID NUMBER: RFP-2015-025

BID NAME: 2016 Biosolids Removal Services

DEPARTMENT: Public Works

	Veris Environmental, LLC	McDonald Farms Enterprises, Inc.			
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 11/05/15	DATE: 11/04/2015	DATE: 11/05/2015	DATE:	DATE:	DATE:
TIME: 2:00 p.m. MST	TIME: 4:30pm	TIME: 1:25pm	TIME:	TIME:	TIME:
Total					

Boyd Nohs
FINANCE DEPARTMENT

Crystal Messick
CITY CLERK'S OFFICE

11/05/2015
DATE



PROPOSAL NO RFP 2015-025

ISSUE DATE October 12th 2015

REQUEST FOR PROPOSAL (RFP) COVER SHEET

PROPOSAL TITLE: 2016 Biosolids Removal Services

SUBMISSION DEADLINE: 2:00 PM on 11/05/2015

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

CONTACT: Daniel Martinez, Civil Engineer I

EMAIL: danmartinez@northglenn.org

PHONE: 303-450-8839

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 Veris Environmental, LLC Fax Number 303-651-0309
Address 53036 Highway 71 City, State Zip Limon, CO 80828
Contact Person Jay Holmes Title COO / Manager
Email jay.holmes@verisenvironmental.com Phone 303-651-7070
Signature Jay Holmes
Print name Jay Holmes

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL NO:** RFP 2015-025

2. **PROPOSAL TITLE:** 2016 Biosolids Removal Services

3. **PURPOSE OF SOLICITATION:**

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 2016 with renewal option for two additional years.

4. **SCHEDULE OF ACTIVITIES:** The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at the City's discretion.

<u>October 12</u>	<u>Request For Proposal Issuance</u>
<u>October 23</u>	<u>Information/Question Period Ends</u>
<u>October 28</u>	<u>Addendum Issuance</u>
<u>November 5</u>	<u>Bid Submission Deadline</u>
<u>TBD</u>	<u>Contract Awarded</u>
<u>TBD</u>	<u>Notice To Proceed</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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5. **INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:** Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts of the contract documents shall constitute the formal contract. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of specifications, schedules, or information sheets or the proposed contract documents, he may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City.

6. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Request for Proposal, each vendor's proposal and to the negotiations, if any, of any said contract. Submission of a proposal in response to this RFP indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.

7. **BIDDER EXPENSES:** The City of Northglenn will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.

8. **WITHDRAWAL:** A vendor may withdraw his proposal at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form and must be received in the Offices of the City Clerk prior to the closing date and time.

9. **IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition, all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any proposal and return any bonds, if applicable, prior to the 90 days.

- 10. LATE PROPOSALS:** Any proposal received after the final date and time for receipt of proposal will not be accepted and will be unopened and discarded without being considered.
- 11. SIGNATURES OF VENDORS:** Each vendor shall sign his proposal using his legal signature and giving his full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A proposal by a person who affixes to his signature the word, "President", "Secretary", "Agent" or other designation without disclosing his principal, may be held to be a proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
- 12. OPEN RECORDS ACT:** Notwithstanding any language contained in a proposal to the contrary, all proposals submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and, as such will be kept confidential to the extent provided by law.
- 13. SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered as the City is exempt from payment of such taxes.
- 14. MISTAKES IN BIDDING INSTRUCTIONS:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate proposal with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the bid form or in performing the contract.
- 15. ACCEPTANCE OF PROPOSAL:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the bid which appears to be in the City's best interest.
- 16. APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.
- 17. DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.

- 18. CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose proposal is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this RFP or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all proposals and re-bid.
- 19. OPENING OF PROPOSALS:** The City reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the closing date and time.
- 20. EXTENSION OF TIME:** No time extensions are being considered at this time; however, should the City extend this proposal, all vendors will be given the same considerations.

PROPOSAL FORM

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

PROPOSAL: Pursuant to the "advertisement for proposal" 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 VERIS Environmental, LLC (hereinafter called **BIDDER**) organized and existing under the laws of the State of Colorado doing business as a LLC *. To the **CITY OF NORTHGLENN** (hereinafter called **CITY**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform WORK on

2016 Biosolids Removal Services - RFP 2015-025

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 bidder 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**:

None

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

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

1. _____ Email: _____

2. _____ Email: _____

3. _____ Email: _____

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

1. City of Northglenn Bruce Joslin Phone: 303-457-0931

Email: Bjoslin@northglenn.org


2. City of Longmont Jim Kaufman Phone: 303-651-8497

Email: Jim.Kaufman@longmontcolorado.gov

3. City of Westminster Tom Scribner Phone: 303-818-0228

Email: TScribe@cityofwestminster.us

Respectfully submitted,



Signature

(Seal, if Proposal is by a Corporation)

53036 Hwy 71 Limon, CO 80828

Address

COO / Manager

Title

11-3-15

Date

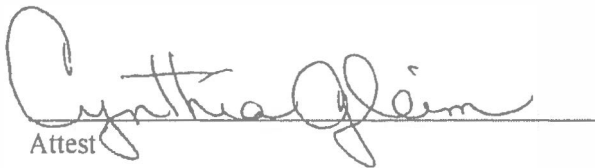
NA

License Number

(If Applicable Signature)

303-651-7070

Phone Number


Attest

BID SUMMARY

Veris Environmental, LLC

(Vendor Name)

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

2016 Biosolids Removal Services

-

2015-025

PART A: Dredging, Farming, and Biosolids Application to City-Owned Property			
Item	Description	Unit	Unit Cost
1	1-200 Dry Tons	Dry Ton	\$ 204.00
2	201-400 Dry Tons	Dry Ton	\$ 204.00
3	401-600 Dry Tons	Dry Ton	\$ 204.00
4	>600 Dry Tons	Dry Ton	\$ 190.00
5	Percent of the Total Sale of the Harvested Crop to be Paid to the City of Northglenn		10 %

PART B: Dredging, Hauling, and Off-Site Biosolids Application			
Item	Description	Unit	Unit Cost
6	1-200 Dry Tons	Dry Ton	\$ 386.00
7	201-400 Dry Tons	Dry Ton	\$ 380.00

PART C: Dredging Services			
Item	Description	Unit	Unit Cost
8	1-10 Days	Day	\$ 4200.00
9	11-20 Days	Day	\$ 4200.00
10	21-30 Days	Day	\$ 4200.00

REQUEST FOR PROPOSAL

PROJECT NAME: 2016 BIOSOLIDS REMOVAL SERVICE
BID NUMBER: RFP -2015-025

Scott McDonald, Gen'l Manager
Cell 303-981-6839

Office 303-442-6829
Fax 303-442-5706



Colorado State Certified
Industrial Waste Water &
Small Water Systems Operator
CO ID# 12855 (NAWT) Certified

Serving Colorado and surrounding states
www.mcdonaldfarmsinc.com s.d.mcdonald@mcdonaldfarmsinc.com

Bids Due
Date: November 5th
Time: 2:00 PM



PREPARED BY CITY OF NORTHGLENN PUBLIC WORKS DEPARTMENT
11701 Community Center Drive
Northglenn, CO 80233

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INSTRUCTIONS TO BIDDERS

1. **PROPOSAL NO:** RFP 2015-025

2. **PROPOSAL TITLE:** 2016 Biosolids Removal Services

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16. **APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.
17. **DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.

- 18. CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose proposal is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this RFP or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all proposals and re-bid.
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PROPOSAL FORM

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

PROPOSAL: Pursuant to the "advertisement for proposal" 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 McDonald Farms Enterprises, Inc. (hereinafter called **BIDDER**) organized and existing under the laws of the State of Colorado doing business as McDonald Farms Enterprises, Inc.*. To the **CITY OF NORTHGLENN** (hereinafter called **CITY**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform **WORK** on

2016 Biosolids Removal Services - RFP 2015-025

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 bidder 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**:

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



PROPOSAL NO RFP 2015-025

ISSUE DATE October 12th 2015

REQUEST FOR PROPOSAL (RFP) COVER SHEET

PROPOSAL TITLE: 2016 Biosolids Removal Services

SUBMISSION DEADLINE: 2:00 PM on 11/05/2015

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

CONTACT: Daniel Martinez, Civil Engineer I

EMAIL: danmartinez@northglenn.org

PHONE: 303-450-8839

MANDATORY

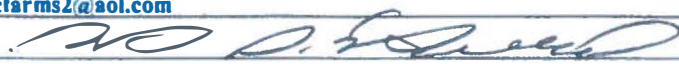
PREBID CONFERENCE: None

DATE & TIME: _____

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 McDonald Farms Enterprises, Inc. Fax Number 303-442-5706
Address 7247 E County Line Rd. City, State Zip Longmont, CO 80504
Contact Person Scott D. McDonald Title General Manager/Environmental Specialist
Email mcfarms2@aol.com Phone: 303-772-4577 (O) / 303-981-6839 (C)
Signature 
Print name Scott D. McDonald

BID SUMMARY

McDonald Farms Enterprises, Inc.

(Vendor Name)

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

2016 Biosolids Removal Services - 2015-025

PART A: Dredging, Farming, and Biosolids Application to City-Owned Property			
Item	Description	Unit	Unit Cost
1	1-200 Dry Tons- Mobilization Fee \$17,200.00	Dry Ton	\$ 142.00
2	201-400 Dry Tons – Mobilization Fee Included	Dry Ton	\$ 132.00
3	401-600 Dry Tons – Mobilization Fee Included	Dry Ton	\$ 122.00
4	>600 Dry Tons – Mobilization Fee Included	Dry Ton	\$ 122.00
5	Percent of the Total Sale of the Harvested Crop to be Paid to the City of Northglenn		5%

PART B: Dredging, Hauling, and Off-Site Biosolids Application			
Item	Description	Unit	Unit Cost
6	1-200 Dry Tons – Mobilization Fee \$16,200.00	Dry Ton	\$ 355.00
7	201-400 Dry Tons – Mobilization Fee Included	Dry Ton	\$ 320.00

PART C: Dredging Services			
Item	Description	Unit	Unit Cost
8	1-10 Days – Mobilization Fee \$16,200.00	Day	\$ 5,550.00
9	11-20 Days – Mobilization Fee Included	Day	\$ 5,260.00
10	21-30 Days – Mobilization Fee Included	Day	\$ 4,950.00

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

- 1. _____ Email: _____
- 2. _____ Email: _____
- 3. _____ Email: _____

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

- 1. Boulder County – Tom Settle Phone: 720-564-2301
 Email: SettleT@bouldercolorado.gov
- 2. Eldora – Dave Hunter Phone: 303-440-8700 ext. 220
 Email: david.hunter@eldora.com
- 3. Aslan Construction / Town of Nederland – Jen Toland Phone: 970-344-1040
 Email: mail@aslanconstruction.com

Respectfully submitted,



 Signature

7247 E County Line Rd. Longmont, CO 80504
 Address

McDonald Farms Enterprises, Inc. President
 Title

November 5, 2015
 Date

 License Number
 (If Applicable Signature)

303-772-4577
 Phone Number

(Seal, if Proposal is by a Corporation)



 Attest



7247 East County Line Rd. Longmont, CO 80501
(303) 772-4577 Metro 442-6829 Fax (303) 442-5706

EQUIPMENT LIST

- VMI-MDE-415 Dredge / 1000 GPM
- (2) Balzer – Magnum / 7500 gallon Land Injectors
- (38) T-800 Kenworth Tractors
- (14) 150 barrel Vacuum Tankers
- (120) 165 barrel Sludge Tankers
- (2) J.D. 8640 Farm Tractor
- TW 35 Ford Farm Tractor
- (2) Versatile 750 4x4 Tractor
- H&S Spreader 550
- (4) Roll Off Trucks
- J.D. 4440 Combine
- Miscellaneous hoses and fittings.

NCCI #: WC890406
Policy #: 3000353

INSURED:
McDonald Farms Enterprises Inc
7247 E County Line Road
Longmont, CO 80504

ENDORSEMENT: Debit/Credit Contingent/ Exp. Mod. Factor

Risk Id: 050404218

In accordance with the provisions of the policy to which this endorsement is attached, and as a result of the application of the experience rating plan approved by Colorado's Commissioner of Insurance, the premium, as mentioned in Item 4 of the Declarations (classifications of operations), or in any audit statement or quarterly adjustment statement forming a part of said policy, shall be adjusted by the experience modification set forth, and paid in accordance with the provisions of the said policy.

McDonald Farms Enterprises Inc

EXPERIENCE PREMIUM MODIFICATION

Experience Modification Factor of 0.92 or 8 Percent CREDIT

Nothing herein contained shall be held to vary, waive, alter or extend any of the provisions or conditions of said policy except as above stated.

Effective Date: January 1, 2013 TO January 1, 2014
Pinnacol Assurance has issued this endorsement November 26, 2012.

Charles Doggett
Underwriter

NCCI #: WC890406
Policy #: 3000353

INSURED:

McDonald Farms Enterprises Inc
7247 E County Line Road
Longmont, CO 80504

ENDORSEMENT: Debit/Credit Contingent/ Exp. Mod. Factor

Risk Id: 050404218

In accordance with the provisions of the policy to which this endorsement is attached, and as a result of the application of the experience rating plan approved by Colorado's Commissioner of Insurance, the premium, as mentioned in Item 4 of the Declarations (classifications of operations), or in any audit statement or quarterly adjustment statement forming a part of said policy, shall be adjusted by the experience modification set forth, and paid in accordance with the provisions of the said policy.

McDonald Farms Enterprises Inc

EXPERIENCE PREMIUM MODIFICATION

Experience Modification Factor of 0.74 or 26 Percent CREDIT

Nothing herein contained shall be held to vary, waive, alter or extend any of the provisions or conditions of said policy except as above stated.

Effective Date: January 1, 2014 TO January 1, 2015
Pinnacol Assurance has issued this endorsement November 15, 2013.

Charles Doggett
Underwriter

NCCI #: WC890406
Policy #: 3000353

INSURED:
McDonald Farms Enterprises Inc
7247 E County Line Road
Longmont, CO 80504

ENDORSEMENT: Debit/Credit Contingent/ Exp. Mod. Factor

Risk Id: 050404218

In accordance with the provisions of the policy to which this endorsement is attached, and as a result of the application of the experience rating plan approved by Colorado's Commissioner of Insurance, the premium, as mentioned in Item 4 of the Declarations (classifications of operations), or in any audit statement or quarterly adjustment statement forming a part of said policy, shall be adjusted by the experience modification set forth, and paid in accordance with the provisions of the said policy.

McDonald Farms Enterprises Inc

EXPERIENCE PREMIUM MODIFICATION

Experience Modification Factor of 0.95 or 5 Percent CREDIT

Nothing herein contained shall be held to vary, waive, alter or extend any of the provisions or conditions of said policy except as above stated.

Effective Date: January 1, 2012 TO January 1, 2013
Pinnacol Assurance has issued this endorsement November 14, 2011.

Charles Doggett
Underwriter



7247 East County Line Rd. Longmont, CO 80501
(303) 772-4577 Metro 442-6829 Fax (303) 442-5706

Technical Business Support:
Partial list of dedicated field & technical support personnel

Scott McDonald - 34 year waste recovery & reuse specialist, water treatment design and operation, environmental consultant, Federal, State, & County permitting, transportation, and procurement.

Randy McDonald – 38 year engineering, design, permitting, water treatment operation, and rail road operation.

Mark McDonald – 15 years specialized transportation, project management, bidding, permitting, environmental services, personnel recruiting.

Mel Kruse – Safety & compliance officer, 25 years military special forces, Fire Captain (Arvada), 25 years safety (Jefferson County)

Hector Chacon – 20 years transportation director, project manager, safety, equipment operator, and dispatcher.

Greg Snyder – Special waste, transportation, environmental consultant.

Tom Brossart – 25 years truck dispatch

Dell Bean – 21 years shop foreman, in charge of all equipment & material

Mark Bunger – 38 years Design & fabrication for railroad & water treatment division

Saul Marrufo – 18 years Fleet Maintenance

Ed Marrufo – 10 years Design & fabrication (main shop)

Brief History and Available Resources:

McDonald Farms has been in specialized transportation and non-hazardous waste management since 1966 and has the resources to quickly respond to our customers needs.

Laboratories that provide analytical:

In-house lab @ National Western Dr. Denver, CO

Accutest Labs @ Wheatridge, CO

Analytica Labs @ Thornton, CO

All are currently being used and provide excellent services for our company. Turnaround times vary.

Communication & Reporting:

Weekly safety meetings, daily tracking of projects through management and administrative support, and open communication with our customers by phone or through emails 7 days a week.

Supply & Logistics:

Pedigree Technologies Paperless Logic

*Tracking units installed in all vehicles by 2016 for D.O.T safety, billing, etc.

As needed, on time deliveries. Currently over 120 loads daily in and around Colorado.

McDonald Farms owns & operates continually the following locations:

Main Yard: Frederick, CO (140 acres – shop, storage, transportation, etc.)

Rail Yard: Denver, CO (Transloading, liquid & powder storage)

Water Treatment Facility: Denver, CO (6 acres with a 40,000sf plant)

Tumbleweed: Platteville, CO (320 acres Ag, 20,000sf shop space, 80 acre permitted storage & laydown yard. 240 acres Ag & cuttings recovery)

*Over 1,000 additional acres available.

Continued Improvement Program:

Scheduled proactive meetings with quick resolutions and adjustments.

McDonald Farms has been in the business since 1966 and a Colorado Corp. in good standing since 1985. Our excellent reputation for safety, quality of service, and environmental stewardship is of the highest.



7247 East County Line Rd • Longmont, CO 80504

McDonald Farms Enterprises, Inc. has been in business since 1966. Over the past 49 years we have earned the respect on many different type of business both large and small. And many of these businesses have been our customer for that many years.

We here at McDonald Farms Enterprises, Inc. pride ourselves of the quality of the work that we provide to you our customer.

- 1) **Safety:** is our number 1 goal for both employee and company.
- 2) **Customer service,** we try to not use the word (**CAN'T**) our philosophy you are our customer and we respect that and we work for you. We will do what it takes to make you satisfied with the job we are doing for you.
- 3) **Achievements:**
 - (A) We have a double A status with Isnetworld. (This is a global safety monitor)
 - (B) We have a A status with PEC-Premier. (This is a global safety monitor)
 - (C) We have a A status with Browz. (This is a global safety monitor)
 - (D) The Federal Motor Safety (CSA2010) we have one of the best ratings of companies.
- 4) **Training:**

Our employees are trained in both class room and on the job.

In closing, unlike other companies our personal name and reputation is our quality of service we provide to the customer. We understand how important and valuable a customer is. We have understood this for 49 year.

MCDONALD FARMS ENTERPRISES INC

- U.S. DOT#: 888221
- Address: 7440 EAST I-25 FRONTAGE ROAD
FREDERICK, CO 80530
- Number of Vehicles: 46
- Number of Drivers: 40
- Number of Inspections: 67

Safety Rating & OOS Rates

(As of 10/18/2015 updated daily from SAFER)

SATISFACTORY

(Rating Date: 03/12 2010)

Out of Service Rates

Type	OOS %	National Avg %
Vehicle	12.9	20.7
Driver	3.0	5.5
Hazmat		4.5

**NOTICE HOW FAR BELOW THE NATIONAL AVG% WE
ARE! OUTSTANDING**

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-40
Series of 2016

Series of 2016

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND VERIS ENVIRONMENTAL, LLC FOR THE 2016 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 the City of Northglenn and Veris Environmental, LLC, attached hereto, in an amount not to exceed \$300,000.00 to provide biosolids removal, hauling and disposal services at the Wastewater Treatment Plant during the 2016 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 _____, 2016.

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 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: Daniel Martinez
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
53036 Hwy 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:

Print Name

Johanna Small, CMC Date
City Clerk

Title

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

CONTRACTOR: Veris Environmental LLC

By: _____

ATTEST

By: Pam Albers

Robert Hartaw Jr

Print Name

Pam Albers

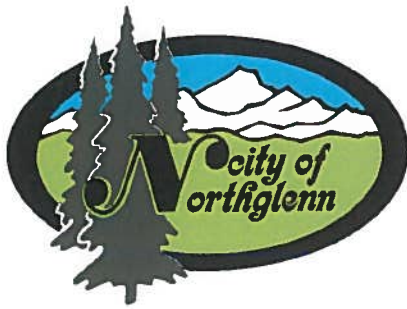
CEO 12/1/15

Title Date

Contracts 12/1/15

Title Date

City's Project Manager



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

EXHIBIT A - SCOPE OF SERVICES

I. GENERAL

A. Bid prices will be accepted for calendar year 2016. 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 three (3) 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 Northeast Lagoon has an approximate depth of 28 FT, and surface dimensions of 850 FT by 250 FT. The total accumulated depth of biosolids material is approximately 13 to 14 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 Attachment - 20105 Testing Results for biosolids application and drawing for the lagoons.

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 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.

F. 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:

Year	Start Date	Stop Date
2011	05/05/2011	09/09/2011
2012	06/14/2012	09/03/2012
2013	06/18/2013	08/14/2013
2014	07/23/2014	09/29/2014

Year	Start Date	Stop Date
2015	08/01/2015	09/04/2015

G. 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.

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

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

J. Four unit prices shall be specified for the biosolids application utilizing the City owned property adjacent to the Wastewater Treatment Plant in the Bid Summary, 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 Bid Summary, Part A, Item 5.

K. 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.

L. 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.

B. Two unit prices shall be specified for the biosolids application utilizing the contractor's land application sites in the Bid Summary, 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 the northeast lagoon at the City of Northglenn Wastewater Treatment Plant. 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.

D. The unit prices shall be specified in the Bid Summary, Part C, and payment shall depend upon the number of days service is provided.

EXHIBIT B

RATE SCHEDULE

The Contractor's rates for the calendar year 2016 are as follow:

PART A: Dredging, Farming, and Biosolids Application to City-Owned Property			
Item	Description	Unit	Unit Cost
1	1-200 Dry Tons	Dry Ton	\$204.00
2	201-400 Dry Tons	Dry Ton	\$204.00
3	401-600 Dry Tons	Dry Ton	\$204.00
4	>600 Dry Tons	Dry Ton	\$190.00
5	Percent of the Total Sale of the Harvested Crop to be Paid to the City of Northglenn		10 %

PART B: Dredging, Hauling, and Off-Site Biosolids Application			
Item	Description	Unit	Unit Cost
6	1-200 Dry Tons	Dry Ton	\$386.00
7	201-400 Dry Tons	Dry Ton	\$380.00

PART C: Dredging Services			
Item	Description	Unit	Unit Cost
8	1-10 Days	Day	\$4200.00
9	11-20 Days	Day	\$4200.00
10	21-30 Days	Day	\$4200.00

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 2016 Biosolids Removal

Bid Number 2015-025 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 1 day of December, 2015.

Prospective Contractor Veris Environmental, LLC

By:  _____

Title: CEO

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, Robert Harlow Jr, am an owner/member/shareholder of Veris Environmental LLC, a [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

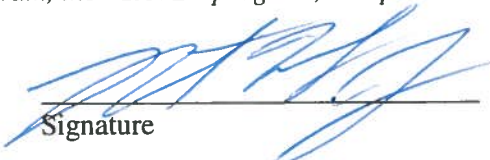
The City must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card
- o A United States military card or a military dependent's identification card
- o A United States Coast Guard Merchant Mariner card
- o A Native American tribal document or
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card
- o Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.



Signature

12/1/15

Date

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

12/1/15
Date

STATE OF COLORADO)
) ss.
COUNTY OF Lincoln)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1 day of December, 20 15, by Robert Harlow Jr as CEO of Vens Environmental LLC

My commission expires: 8/12/17

PAMELA M. ALBERS
(SEAL)
NOTARY PUBLIC
STATE OF COLORADO

[Signature]
Notary Public