

**CITY OF GREELEY
INVITATION FOR BID**

**TRANSPORT AND DISPOSAL OF DIGESTED WASTEWATER
BIOSOLIDS**

BID # FL20-311-1 - REVISED
Year 1 of 3 Year Contract



**Serving Our
Community
It's A Tradition**

*We promise to preserve and improve
the quality of life for Greeley through timely,
courteous and cost effective services.*

SECTION 00110
BID #FL20-311-1

INVITATION FOR BID

The City of Greeley, Colorado is requesting **sealed** bids clearly marked for Transportation and Disposal of Digested Wastewater Biosolids before 2:00 pm on December 12, 2020 at the City of Greeley, City Center South, 1001 11th Avenue, Second Floor, Greeley, CO 80631 at which time and place all bids will be publicly opened and read aloud. No late, faxed or electronic bids will be accepted.

The City of Greeley disseminates all bids and requests for proposals through the Rocky Mountain Online Bid System site. Go to <http://www.RockyMountainBidSystem.com>, in the upper right corner of the screen choose "Login" if your company has a login established or "Register" if it is the first time you are visiting this site. Follow the prompts for the option chosen. Select "Search for Open Bids and Addenda by Agency" and then select "City of Greeley." Bid opportunities will be listed, in bid due date sequence, by project name and bid number. Bids submitted to the City of Greeley must include Sections 00120, 00130, and 00140. Addenda must be acknowledged in Section 00120 of the bidding documents. Bidders failing to acknowledge any and all addenda may be considered non-responsive.

Each bid shall be accompanied, by a certified check drawn on a bank which is insured by the Federal Deposit Insurance corporation or a bidder's bond executed by a surety company authorized to do business in Colorado, made payable to the City of Greeley, Colorado, in an amount not less than five percent (5%) of the proposal sum as security that the successful bidder will enter into a contract to construct this project in accordance with the plans and specifications, and give bonds in the sum as hereafter provided. Checks accompanying bids not accepted will be returned.

The successful responsive and responsible bidder will be required to furnish a satisfactory performance bond and payment bond in the amount of the contract sum.

No bids shall be withdrawn for a period of sixty (60) days after bid opening.

The City of Greeley retains the right to reject any and all bids and to waive any informality as deemed in the best interest of the city.

Questions pertaining to the project may be directed to Jeremy Woolf at 970-350-9297.

City of Greeley, Colorado
Linda Ingram
Contract Specialist II

Greeley Website November 22, 2019

Section 00120

BID PROPOSAL

TRANSPORTATION AND DISPOSAL OF DIGESTED WASTEWATER BIOSOLIDS FL20-311-1

The Undersigned, having become familiar with the local conditions affecting the cost of the work, plans, drawings, and specifications attached herewith, and with advertisement for bids, the form of bid and proposal, form of bond, all of which are issued and attached and on file in the office of the Project Manager, hereby bid and propose to furnish all the labor, materials, necessary tools, and equipment and all utility and transportation service necessary to perform and complete in a workmanlike manner all of the work required in connection with the construction of the items listed on the bidding schedule in accordance with the plans and specifications as prepared by the City of Greeley, Colorado, for the sums set forth in the Bidding Schedule.

The total bid shall be the basis for establishing the amount of the Performance and Payment Bond for this project. The total bid is based on the quantities shown in the bid proposal form and the dimensions shown on the plans.

The undersigned has carefully checked the Bidding Schedule quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and the amounts, and as correctly listing the complete work to be done in accordance with the plans and specifications.

The undersigned, agrees to complete and file a Performance and Payment Bond. Official notice to proceed will not be issued until adequate Performance and Payment Bonds and other required documents are on file with the City of Greeley.

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being non responsive to the Invitation for bids. The following numbered Addenda have been received and the bid, as submitted, reflects any changes resulting from those Addenda: _____

ATTEST

DATE

COMPANY NAME

BY

SIGNATURE

TITLE

SECTION 00130

BID FORM

TRANSPORT AND DISPOSAL OF DIGESTED WASTEWATER BIOSOLIDS

All bids shall be submitted on this form. The lowest responsible bid shall be accepted; provided, however, that the City shall have the right to reject any and all bids and to waive any informalities and irregularities contained in said bid.

For services contained elsewhere in this bid and proposed agreement ("Agreement") for the transport and disposal of digested wastewater biosolids, the undersigned Bidder submits its firm offer to the City of Greeley in the form stated below. These prices shall remain firm for the duration of this Agreement. The unit prices shall cover all aspects of the work to be performed under this bid, including, but not limited to, hauling, land application, equipment usage, fuel, labor, overhead, administration, profit, licensing, permit & annual fees, monitoring, sampling, reporting, testimony, and all other expenses incidental to the work to be performed under this bid.

For the purpose of awarding the bid for the Transport and Disposal of Digested Wastewater Biosolids from the Water Pollution Control Facility, the low cost unit price submitted for dewatered biosolids (i.e., total solids concentration greater than 6%), will be given a higher priority ranking during the evaluation of all bids than the unit price submitted for thickened biosolids (i.e., total solids concentration less than or equal to 6%). The City will load trucks at a minimum rate of 150 gallons per minute for *thickened* biosolids. Normal loading time of 15 minutes is required for *dewatered* biosolids. Please submit the bids as follows:

Unit prices:

1. Thickened biosolids (total solids concentration less than or equal to 6%), at \$_____ /pound, and,
2. Dewatered biosolids (total solids concentration greater than 6%), at \$_____ /pound.

Time Limit for Execution of Documents

The undersigned further agrees that, in case of failure of the Bidder to execute the attached Agreement, the Performance Bond, and the Payment Bond within ten (10) calendar days of notification of award, the check or Bid Bond accompanying the bid and the monies payable thereon, shall be paid into the funds of the City of Greeley, Colorado, as liquidated damages for such failure; otherwise, the check or Bid Bond accompanying this bid shall be returned to the undersigned.

BIDDER _____

AUTHORIZED SIGNATURE _____

TITLE _____

ADDRESS _____

PHONE NUMBER _____

COOPERATIVE PURCHASING STATEMENT

The City of Greeley encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City of Greeley supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City of Greeley may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City of Greeley shall not be liable for any costs or damages incurred by any other entity.

SECTION 00140

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the City of Greeley, Colorado, as Owner, in the penal sum of _____ for the Payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Greeley, Colorado, the accompanying bid and hereby made a part hereof to enter into a Contract Agreement for the construction of City of Greeley Project,

PROJECT: TRANSPORTATION AND DISPOSAL OF DIGESTED WASTEWATER BIOSOLIDS FL20-311-1

WHEREAS, the Owner, as condition for receiving said bid, requires that the Principal to deposit with the Owner as Bid Guaranty equal to five percent (5%) of the amount of said bid.

NOW, THEREFORE,

(a) If said bid shall be rejected; or in the alternate,

(b) If said bid shall be accepted and the Principal shall execute and deliver a Contract Agreement (properly completed in accordance with said bid) and shall furnish a Performance and Payment Bond upon the forms prescribed by the Owner for the faithful performance of said Agreement; and shall in all other respects perform the agreement created by the acceptance of said bid; then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this _____ day of _____, 20_____, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

Name: _____

Address: _____

By: _____

Title: _____ Attorney _____

In-Fact: _____
(Seal) (Seal)

NOTE: Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be accepted to the Owner.

SECTION 00210

NOTICE OF AWARD

DATE:

TO:

TRANSPORTATION AND DISPOSAL OF DIGESTED WASTEWATER BIOSOLIDS FL20-311-1

Dear Contractor:

The City of Greeley, Colorado (hereinafter called "the Owner") has considered the bids submitted for referenced work in response to its Invitation for Bids. You are hereby notified that your bid has been accepted for items and prices stated in the Bid Schedule in the amount of \$_____. You are required to execute the Contract Agreement, provide the necessary insurance certificates, the Performance and Payment Bonds within ten (10) days from the date of this Notice. If you fail to execute said Contract Agreement and furnish the necessary insurance certificates and bonds within the time allotted from this date, the Owner will be entitled to consider your rights arising out of the Owner's acceptance of your bid as abandoned and to demand payment of bid guaranty as damages. The Owner will be entitled to such other rights as may be granted by law. You are required to return an acknowledged copy of this Notice of Award and enclosures to Purchasing.

CITY OF GREELEY, COLORADO

By: _____

Title: Purchasing Manager_____

Attest:

By: _____

Title: Buyer_____

ACKNOWLEDGMENT: Receipt of the foregoing Notice of Award accompanied with a Performance and Payment Bond form and a signed copy of the Contract Document is hereby acknowledged this _____ day of _____, 20_____.

Bidder: _____

By: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019, by and between

("Contractor")

and the City of Greeley, Colorado ("City"), a Colorado home rule municipality (collectively "Parties," or individually "Party").

WITNESSETH:

1. **WHEREAS**, the City requires the services of persons able to assist in the removal, transportation, and disposal of biosolids from the City's Water Pollution Control Facility ("WPCF") located at 300 East 8th Street, Greeley, Colorado; and,
2. **WHEREAS**, the Contractor is willing and able to provide such services at the fee schedule described in the Contractor's Bid;

NOW THEREFORE:

3. Subject to the conditions described in this Agreement, the Contractor agrees to remove, transport, and dispose of all biosolids produced at the WPCF.
4. The Contractor shall transport and dispose of such biosolids in accordance with applicable current or future statutes, regulations, or guidelines of any governmental entity in effect or which come into effect during the term of this Agreement, including, without limitation, the following: Colorado Department of Public Health and Environment ("CDPHE") "Biosolids Regulations"; all county Domestic Sewage Biosolids Regulations; corresponding guidelines and regulations of the United States Environmental Protection Agency ("EPA"), including, without limitation, those contained at 40 C.F.R. Part 503. In the event the modification of existing or the promulgation of new statutes, regulations, or guidelines render the Contractor's performance of this Agreement commercially impracticable, the Contractor may terminate this Agreement upon ninety (90) calendar days' written notice to the City, or the Parties may mutually agree in writing to the modification of the Unit Prices described in the Bid.
5. The Contractor shall take title to biosolids for transportation to the application site at the WPCF loading facility. Evidence of the transfer of title shall be provided by execution of a load ticket describing the weight of biosolids, truck identification, date and time, and disposal location, properly endorsed by representatives of the Contractor. The City shall rely upon the statement of any person driving a truck for the Contractor that he/she is an authorized representative able to sign on behalf of the Contractor. The Contractor shall submit a copy of the load ticket for each load to an appropriate City representative.
6. The City reserves the right to dispose of a portion or the entirety of the biosolids in any manner it deems appropriate.

7. The Contractor shall keep detailed records for each load of biosolids transported and disposed of hereunder, including the truck number, driver's name, quantity, date, disposal location (Township, Range, 1/4 Section), type of application (surface, surface incorporation, or subsurface injection), type of crop, whether or not the crop is irrigated, and application rate. By the 10th calendar day of each month, the Contractor shall submit a copy of these records from the preceding month (including a signed certification statement) to the City's WPCF Process Analyst ("Biosolids Coordinator"). The Contractor shall provide aerial maps of all land application sites; Google maps or equivalent are acceptable. The Contractor also shall submit any additional information deemed necessary by the City for completion of its annual biosolids report to CDPHE and EPA to the City's Biosolids Coordinator no later than January 31st of each year.
8. The Contractor shall coordinate its transportation and disposal activities with all municipal, county, state, and federal regulatory entities having an interest in the activity to ensure safe and legal operation hereunder. Such coordination shall include, without limitation, providing to the appropriate governmental regulatory agencies all reports, forms, and testing as required by current statutes, regulations, or guidelines, including the CDPHE's "Biosolids Regulations". Permit reporting forms shall describe each parcel of land on which biosolids have been placed by the Contractor, directly or indirectly, and must be signed by the owner of the parcel of land or the owner's legal representative. Contractor shall manage all site permits for land application of biosolids and shall pay all County and State permit fees. The City will pay the annual CDPHE biosolids application fee. The Contractor shall monitor soil, surface water, groundwater and/or plant tissue at the biosolids application site(s) as may be required by the CDPHE "Biosolids Regulations". Within ten (10) calendar days upon receipt of results from any monitoring and analysis, the Contractor shall submit to the City's Biosolids Coordinator a copy of these results (including a signed certification statement).
9. Failure to submit required reports or analytical data to the City, CDPHE or EPA by the applicable deadlines shall result in a reduction in the Contractor's fee in the amount of two hundred dollars (\$200.00) per day for each day such report and/or data is overdue.
10. The Contractor shall notify the City's Biosolids Coordinator within 24 hours from the time the Contractor becomes aware of any spill, accident, regulatory issue, or citizen complaint relating to Contractor's work under this Agreement.
11. The Contractor shall indemnify and hold harmless and defend the City against and from any liability whatsoever occurring from the Contractor's transportation or disposal of biosolids hereunder. The Contractor agrees to maintain general adequate insurance coverage and to provide the City with certificates of insurance and specimen insurance contracts evidencing such coverage. The City shall be named as additional insured. Minimum requirements for comprehensive General Liability policy shall include coverage for environmental damage for sudden and unexpected discharges of the biosolids.
12. Damage to City property or equipment caused by the Contractor shall be repaired to the City's specifications at the Contractor's expense within thirty (30) calendar days of written notification of such damage.
13. The City shall pay to the Contractor a fee per pound of thickened and/or

dewatered biosolids transported and disposed of by the Contractor as set forth in the Bid attached hereto. The Contractor shall prepare and submit billings to the City on a monthly basis, and payment is due by the City within thirty (30) calendar days of receipt of the billing. The Unit Price set forth in the Bid shall not be changed for the duration of this Agreement, unless mutually agreed to in writing by the Parties.

14. The Contractor shall utilize the City's biosolids data for billing purposes and for all annual reports submitted to the CDPHE and EPA.
15. Method of measurement: Payment shall be based upon the weight of each load and type of biosolids (i.e., dewatered biosolids or thickened biosolids) hauled. Each truck shall be weighed at the State-certified truck scale located at the WPCF. Trucks will be weighed both emptied (tare weight) and then after loading with biosolids (gross weight). Receipts showing the weight in pounds will be provided to the Contractor's truck drivers by the City. If the WPCF truck scale should become inoperative, then the Contractor is responsible for locating and using another State certified truck scale. Copies of all pertinent truck scale receipts must be submitted to the City's Biosolids Coordinator. The City shall reimburse the Contractor for the expenses of using an alternative truck scale in the City's next payment made to the Contractor.
16. The City retains the right to review and observe the Contractor's disposal methods at any time, and to conduct an independent inspection, sampling and analysis of soils, surface water, groundwater, plant tissue, etc., at any site where City biosolids are applied.
17. In the event that the biosolids at any particular time are not suitable for land application because they fail to meet the composition parameters set forth in Exhibit A of the Specifications and Instructions (attached), the City shall not deliver such material to the Contractor.
18. A lack of response or on-site presence, by vendor, for more than 3 consecutive days shall be considered a failure to perform and the Performance Bond shall be invoked to defray the costs of alternative disposal. The method of alternative disposal and the quantity of biosolids so disposed shall be determined by the City.
19. This Agreement shall become effective on the date of this Agreement and will continue to be in effect through December 31, 2020, and then, may be renewed annually for up to two (2) additional one-year terms (i.e., through December 31, 2022), upon written agreement by the City and Contractor. Mutual written agreement to renew the Agreement shall occur by November 30th of each year.
20. The City, in its sole discretion, may terminate this Agreement at any time, without cause, by providing at least ninety (90) calendar days' prior written notice to the Contractor. The Contractor may terminate this Agreement on written notice to the City if the City fails to pay any amount due hereunder and such failure continues thirty (30) calendar days after the City's receipt of written notice of nonpayment. Either Party may terminate this Agreement if the other Party materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within thirty (30) calendar days after the breaching Party's receipt of written notice of such breach.
21. This Agreement may be assigned by the Contractor only with the prior written consent of the City. This Agreement shall be binding upon and

shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

22. The Invitation for Bids, Bid Form, Bid Bond, Performance Bond, Payment Bond, Certificate of Insurance, General Conditions, and Specifications and Instructions are incorporated herein as part of this Agreement. In the event of any inconsistency between the statements in the body of this Agreement and the other documents incorporated herein (other than an exception expressly set forth as such in the other incorporated documents), the statements in the body of this Agreement shall control.
23. This Agreement may be amended, modified, or supplemented only by writing signed by each Party.
24. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement may be canceled and the City shall reimburse the Contractor for expenses incurred during the term of this Agreement.
25. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation the following force majeure events ("Force Majeure Events"): acts of God; flood, fire, earthquake, or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; or national or regional emergency. The Party suffering a Force Majeure Event shall give notice within seven (7) calendar days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
26. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
27. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
28. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado.
29. Time is of the essence hereof.
30. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one

and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

City of Greeley, Colorado
Approved as to Substance

Contractor

City Manager - Roy Otto

By

Reviewed as to Legal Form

Title

OFFICE OF THE CITY ATTORNEY

By: _____
City Attorney - Dour Marek

Certification of Contract
Funds Availability

Director of Finance - Renee Wheeler

SECTION 00320

PERFORMANCE BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY, 1000 10th Street, Greeley, CO. 80631, a Municipal Corporation, hereinafter referred to as "the Owner" in the penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract Agreement with the Owner, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the performance of City of Greeley Project,

TRANSPORTATION AND DISPOSAL OF DIGESTED WASTEWATER BIOSOLIDS FL20-311-1

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

Performance Bond

Page 2

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

IN PRESENCE OF:

PRINCIPAL

_____	By: _____
_____	_____
_____	_____
(Corporate Seal)	(Address)

IN PRESENCE OF:

OTHER PARTNERS

_____	By: _____
_____	By: _____
	By: _____

IN PRESENCE OF:

SURETY

_____	By: _____
(Attorney-in-Fact)	
_____	_____
_____	_____
(SURETY SEAL)	(Address)

NOTE: Date of Bond must not be prior to date of Contract Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

SECTION 00330

PAYMENT BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS: that
(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and
(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY, 1000 10th Street, Greeley, Co. 80631, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract Agreement with the Owner, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the performance of

TRANSPORTATION AND DISPOSAL OF DIGESTED WASTEWATER BIOSOLIDS FL20-311-1

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract Agreement, and any equipment and tools, consumed, rented or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

Payment Bond

Page 2

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN PRESENCE OF:

PRINCIPAL

_____ By: _____

_____ (Corporate Seal) _____ (Address)

IN PRESENCE OF:

OTHER PARTNERS

_____ By: _____

_____ By: _____

By: _____

IN PRESENCE OF:

SURETY

_____ By: _____

(Attorney-in-Fact)

_____ (SURETY SEAL) _____ (Address)

NOTE: Date of bond must not be prior to date of Contract Agreement. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED Sample Certificate	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Financial Rating of A		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☒ HIRED AUTOS							\$
	☒ NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	☐ OCCUR							\$
	☐ CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / ☐ N	N/A				E.L. EACH ACCIDENT	\$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

CERTIFICATE HOLDER

CANCELLATION

City of Greeley 1000 10th St Greeley, CO 80631-3808	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

SECTION 00360
TRANSPORTATION AND DISPOSAL OF DIGESTED WASTEWATER BIOSOLIDS
FL20-311-1

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization_____

Address_____

Authorized Signature_____

Title_____

Date_____

SECTION 00410

NOTICE TO PROCEED

_____, 20____

TO:

TRANSPORTATION AND DISPOSAL OF DIGESTED WASTEWATER BIOSOLIDS FL20-311-1

To Whom It May Concern:

You are hereby notified to commence work on the above-referenced project in accordance with the Contract Agreement dated _____. You are to complete this project by _____.

CITY OF GREELEY, COLORADO

By: _____

Title: _____

SECTION 00420

PROJECT MANAGER NOTIFICATION

_____, 20____

TO:

TRANSPORTATION AND DISPOSAL OF DIGESTED WASTEWATER BIOSOLIDS FL20-311-1

The Owner hereby designates _____ as its Project Manager and authorizes this individual, under the authority of the Director of _____ to make all necessary and proper decisions with reference to the project. Contract interpretations, change orders and other requests for clarification or instruction shall be directed to the Project Manager. The Director of _____ shall be authorized to bind the Owner with respect to any decision made in accordance with the contract document.

CITY OF GREELEY, COLORADO

By: _____

Title: _____

SECTION 00620

SPECIFICATIONS AND INSTRUCTIONS TRANSPORT AND DISPOSAL OF BIOSOLIDS

Purpose and Scope: It is the intent of this request to establish a vendor for the transportation and disposal of the City of Greeley's biosolids. It is further the City of Greeley's intent to accomplish such disposal in full compliance with Federal, State and local governmental guidelines, including the Colorado Department of Public Health and Environment's "Biosolids Regulations".

Presently, the Greeley Water Pollution Control Facility ("WPCF") produces approximately 4.0 dry metric tons of biosolids per day. By 2020, biosolids production is projected to increase to 4.3 dry metric tons per day.

Exhibit A lists the current State of Colorado Tables 1, 2 and 3 biosolids parameters and maximum metal concentrations. **Exhibit B** lists the City of Greeley's analytical data for its land-applied biosolids from January 2018 through December 2018. Current year-to-date data is also available upon request. **Exhibit C** shows the actual and projected quantities of biosolids (in dry tons) produced at the WPCF through the year 2020.

The proposed Agreement shall be considered as a part of this bid and specifications for services required. The successful bidder shall enter into the attached Agreement with the City of Greeley. The successful bidder shall be required to accept all conditions included in a letter submitted with the bid, and said changes are subsequently incorporated into the Agreement.

Duty of Bidder: All vendors are required to familiarize themselves with the WPCF and its biosolids operations and delivery system. All vendors are required to thoroughly review and understand these specifications, Agreement, and documents. After bids have been submitted, the bidder may not assert that there was a misunderstanding concerning the nature of the work.

Bidders shall propose a unit price fee on the bid form provided herewith for biosolids disposal according to the terms of the attached Agreement. A Bid Bond in the amount of 5% of the estimated price of the contract for the upcoming year shall be submitted, which shall be good for a period of four (4) months. The proposed fee shall remain fixed for the initial term of the Agreement.

Permits: Vendor shall obtain all applicable County and State permits. The City will pay the annual CDPHE biosolids application fee. The vendor shall monitor the application site soil, surface water, groundwater, and/or plant tissue in compliance with Federal, State, and local regulations.

Performance Bond and Payment Bond: A Performance Bond and a Payment Bond shall be delivered to the City prior to contract execution. The amount of the Performance Bond and Payment Bond shall each be in the amount of 100% of the estimated price of the contract for the upcoming year, and are to be renewed annually. The Performance Bond and Payment Bond shall each be in the form of a certified bond from a responsible surety approved by the City or by certified check or by an irrevocable letter of credit.

Attorneys-in-fact who sign bonds must file with the bond a certified and effective date copy of their power of attorney.

Insurance Requirements: Please see Section 00340 "Certificate of Insurance".

Exhibit A

64.12 CLASSIFICATION AND USE OF BIOSOLIDS

A. Metals Based Classification of Biosolids

- (1) Criteria for metals based classification of biosolids shall be as defined in Table 1 and Table 3. Determination of compliance with Table 1 or Table 3 criteria shall be demonstrated by analysis of the final product material for all of the parameters identified in Table 1 and Table 3. Biosolids classified as Table 1 - Ceiling Concentration Limits - are subject to the Cumulative Pollutant Loading Rates outlined in Table 2 below:

	TABLE 1 Ceiling Concentration Limits	TABLE 2 Cumulative Pollutant Loading Rates	TABLE 3 Pollutant Concentration Limits
Pollutant	mg/kg, dry weight basis	kg/ha (lbs/ac)	mg/kg, dry weight basis
Arsenic	75	41 (37)	41
Cadmium	85	39 (35)	39
Copper	4300	1500 (1339)	1500
Lead	840	300 (286)	300
Mercury	57	17 (17)	17
Molybdenum	75		
Nickel	420	420 (375)	420
Selenium	100	100 (89)	100
Zinc	7500	2800 (2499)	2800



GREELEY WATER POLLUTION CONTROL FACILITY

BIMONTHLY BIOSOLIDS TEST RESULTS

EXHIBIT B

2018 SUMMARY

SAMPLE DATE	JAN 16	FEB	MAR 20	APR	MAY 8	JUN	JUL 24	AUG	SEP 11	OCT	NOV 6	DEC
PARAMETER												
pH	7.95		7.85		8.00		8.20		8.1		7.90	
INORGANICS												
Total Solids (%) * *	18.3		18.4		19.1		17.6		15.4		14.9	
Volatile Total Solids (%) * *	76.1		75.6		68.7		76.6		79.4		76.7	
Total Arsenic (mg/kg)	<8		<8		8		<8		<8		<8	
As DETECTION LIMIT *	8		8		8		8		8		8	
Total Cadmium (mg/kg)	<1		1		1		1		1		<1	
Total Copper (mg/kg)	384		380		442		495		561		548	
Total Lead (mg/kg)	31		38		40		29		29		33	
Total Mercury (mg/kg)	1.3		0.4		0.4		0.5		0.9		0.8	
Total Molybdenum (mg/kg)	8		10		11		10		10		11	
Total Nickel (mg/kg)	14		15		17		14		15		15	
Total Selenium (mg/kg)	<10		<10		<10		10		10		<10	
Se DETECTION LIMIT *	10		10		10		10		10		10	
Total Zinc (mg/kg)	576		538		641		723		854		734	
Total Antimony (mg/kg)	<6		<6		<6		<6		<6		<6	
Total Beryllium (mg/kg)	<2		<2		<2		<2		<2		<2	
Total Chromium (mg/kg)	14		19		25		16		17		16	
Total Silver (mg/kg)	5		13		10		18		11		6	
Total Thallium (mg/kg)	<20		<20		<20		<20		<20		<20	
NUTRIENTS												
Total Kjeldahl N (mg/kg) (Dry Wt.)	94400		75600		26900		52700		63500		107000	
Total Kjeldahl N (% Dry Wt.)	9.44		7.56		2.69		5.27		6.35		10.7	
Ammonia Nitrogen (% Dry Wt.)	1.66		1.21		1.29		0.95		1.38		1.25	
Nitrate as N (% Dry Wt.)	<0.00001		<0.0001		<0.0001		<0.0002		<0.0002		<0.0001	
Nitrate DETECTION LIMIT *	0.00001		0.0001		0.0001		0.0002		0.0002		0.0001	
Total Phosphorus (mg/kg)	37600		35300		12400		10400		16800		28200	
Total Potassium (mg/kg)	3720		4140		3540		2950		3390		3550	

* MDL (Method Detection Limit) (mg/kg Dry Wt.)

* Total Solids and Volatile Total Solids results are from WPCF Lab analyses

* See contract lab Analytical Report Qualifier

GREELEY WATER POLLUTION CONTROL FACILITY LINEAR TREND ANALYSIS (ANNUAL BIOSOLIDS PRODUCTION) EXHIBIT C

