

AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
CAROLLO ENGINEERS, INC.
AND
MESA COUNTY

Compost Facility Expansion Assessment

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AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made by and between Carollo Engineers, Inc. ("Consultant") and MESA COUNTY, COLORADO, a political subdivision of the State of Colorado (hereinafter "County" or "Board").

ARTICLE 1 - CONSULTANT'S SERVICES & PERSONNEL

The Consultant shall perform all services and furnish all materials, equipment, labor, permits, and other things necessary to skillfully complete the work described in Attachment A ("Scope of Work"). Upon notification to proceed, the Consultant shall promptly commence and diligently continue the work to completion in compliance with the Scope of Work. The Consultant's services shall be performed by experienced personnel in accordance with customarily accepted professional industry practices and standards.

The Consultant shall follow and comply with all federal, state, and local government laws, rules, regulations, codes, ordinances, and orders applicable to the work hereunder.

The Consultant shall be responsible for the completeness and accuracy of its work and shall correct all errors or omissions in its services at its own expense. The Consultant assumes entire responsibility and liability for death or injury to all persons, whether employees of the Consultant or otherwise, and damage to all property arising from or occurring in connection with the Consultant's work to the extent caused by the Consultant's negligent acts or omissions. Liens or claims arising from or occurring in connection with the Consultant's work shall be immediately removed and discharged by the Consultant.

Key personnel have been identified by the Consultant and relied upon by the County in awarding this Agreement. Mesa County reserves the right to re-negotiate or terminate the contract if either of the following occurs:

- There is a significant (50%) change in the Consultant's key personnel without approval; or
- The Project Engineer is changed during the performance of the contract without approval.

In the event the Consultant desires to change any key personnel or the Project Engineer during the agreement period, the Consultant must submit for prior approval a written request demonstrating the extraordinary circumstances and providing local availability of the substituted key personnel or Project Engineer; professional qualifications; related project experience; and, current and future commitments. In addition to the remedies above, if, for whatever reason, a key personnel or Project Engineer is deemed unsuitable or a hindrance to the cooperative completion of the Project, Mesa County may remove that person from the Consultant's design team.

The County shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and

data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by County or others in performing Consultant's services under this Contract.

In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way County's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that County's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.

ARTICLE 2 - COMPENSATION

County shall pay the Consultant for its services in accordance with Attachment A ("Scope of Work") and shall submit charges as shown in Attachment B ("Hourly Fees"). If an authorized change to the scope of work or request for additional services under Article 3 causes an increase or decrease in the Consultant's work, an equitable adjustment shall be made to the Consultant's compensation in accordance with the terms of Article 3 and this Agreement shall be modified in writing accordingly.

The Consultant shall submit statements for basic services once per month. Each invoice shall present a summary of services provided, a summary table of billings to date with respect to the contract amount, and an invoice amount based upon the work completed all in accordance with the **Scope of Work**. If County objects to any statement submitted by the Consultant, County shall so advise the Consultant in writing giving reasons therefor within 14 days of receipt of such statement. If no such objection is made the statement will be considered acceptable by County and the County's Project Manager will make a recommendation to pay the amount recommended. County shall pay Consultant's acceptable invoices within thirty (30) days of receipt.

ARTICLE 3 - CHANGES TO SCOPE OF WORK, SUSPENSION

County may request the Consultant to make changes to the scope of work or perform additional services. Such changes or additions may include the work required to evaluate such a request. Prior to commencing work which constitutes such a change or addition, the Consultant and County shall agree in writing to the exact nature of the change or addition. This writing, when signed by both parties or their authorized agents, shall constitute an authorization for changes or additions and shall contain a description of the work, the commencement date and expected completion date for the work, and any special conditions applicable to the work.

If an authorization for changes or additions causes an increase or decrease in the Consultant's work, the parties shall in good faith attempt to reach a written agreement adjusting the Consultant's compensation in an equitable manner. The Consultant agrees to make no claim for compensation attributable to unauthorized work.

County may at any time, by written notice to the Consultant, suspend further performance of the work by the Consultant. Upon receiving notice of suspension, the Consultant shall promptly suspend further performance of the work to the extent specified. During the period of suspension, the consultant shall properly care for and protect all work in progress. County may at any time withdraw the suspension of performance of the work as to all or part of the suspended work by written notice to the Consultant specifying the effective date and scope of withdrawal. The Consultant shall then resume diligent performance of the work for which the suspension was withdrawn.

If suspension or withdrawal of suspension justifies modification of the Consultant's compensation, an equitable adjustment shall be made under Attachment A and this Agreement shall be modified in writing accordingly. Mesa County or their authorized agent shall determine whether a modification is justified.

ARTICLE 4 - RECORDS, AUDIT, OWNERSHIP OF DOCUMENTS

The Consultant shall maintain its records of performance in safekeeping for a period of three years after completion of the work, unless the circumstances dictate retention of records for a longer period. If any dispute arises in connection with the project or the Consultant's work such as litigation, arbitration, government proceedings, audits or any other form of claim process, the Consultant shall maintain its records of performance for a period of three years after full and final resolution of the matter.

All documents, graphics, exhibits and data, including magnetic media, developed for, and furnished by the Consultant pursuant to this Agreement shall become the property of County, unless otherwise provided in this Agreement.

ARTICLE 5 - CONFLICT OF INTEREST, NO CONTINGENT FEES

The Consultant represents that it has no direct or indirect interest and will not acquire any such interest which would conflict with the performance of services required to be performed under this Agreement.

ARTICLE 6 - CONFIDENTIAL & PROPRIETARY INFORMATION

County and the Consultant, to the extent of their rights and abilities to do so, shall exchange technical data and information reasonably required of each to perform this Agreement.

Each party agrees that it will not disclose to any third party any confidential or proprietary information revealed to it by the other, if such information is not known to the public, unless such

disclosure is required by state, federal or local law. This covenant shall survive termination of this Agreement.

ARTICLE 7 - SOFTWARE RIGHTS, COPYRIGHT, PATENT, TRADEMARK

County shall retain ownership and proprietary rights of its software programs or data to be used and/or developed under this Agreement. County retains the right to use, sell and/or modify the data and database developed and/or modified by the Consultant in performing the services under this Agreement. The Consultant assumes no responsibility for data modified or reused by County.

ARTICLE 8 - INSURANCE

The Consultant shall procure and continuously maintain during the term of this Agreement, insurance of the kinds and with the limits not less than the amounts shown below:

8.1 Workers' Compensation and Employer's Liability Coverage - Workers' compensation limits as required by the State of Colorado and Employer's Liability limits of: \$100,000 each accident; \$100,000 disease each employee; \$500,000 disease policy limit.

8.2 Commercial General Liability ("Occurrence Form") - 1,000,000 combined single limit, per occurrence for bodily injury, personal injury and property damage.

8.3 Comprehensive Automotive Liability. \$1,000,000 per accident bodily injury and property damage, combined.

8.4 Excess Liability ("Umbrella Form") - \$1,000,000 limit per occurrence; \$1,000,000 aggregate.

8.5 Professional Errors and Omissions. \$1,000,000 PER CLAIM, minimum level of coverage.

The Consultant's insurance policies shall be endorsed to include, for the benefit of County, a 30-day advance written notice of cancellation, non-renewal, or reduction in policy limits of liability by endorsement below the specified limits. Additionally it shall specifically state on the Commercial General Liability and Auto Liability policies the following: "Mesa County, its officers, officials, employees and volunteers as ADDITIONAL INSURED, as respects liability, on behalf of Consultant, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25-S" form. A Certificate of such insurance coverage naming Mesa County, its officials, officers, employees and agents as additional insured, shall be supplied to Mesa County upon signing of this Contract. Failure to obtain or maintain such insurance shall constitute a breach of the Contract.

Consultant shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as

specified for Consultant. Consultant shall furnish subcontractors' certificates of insurance to the Board, with a copy to the Board's Contract Administrator, immediately upon request.

ARTICLE 9 - TERM AND TERMINATION

This Agreement shall continue in force until completion of all services required of the Consultant, unless terminated by County or the Consultant pursuant to the provisions herein.

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. No such terminations shall be effective until the other party is given not less than 10 working days' written notice of intent to terminate and an opportunity to cure prior to termination.

This Agreement may be terminated in whole or in part in writing by County for its convenience. No such terminations shall be effective until the Consultant is given not less than 10 working days' written notice of intent to terminate and opportunity for consultation with County prior to termination.

Upon receipt of a notice of termination, the Consultant shall promptly discontinue all services affected (unless the notice directs otherwise), and deliver or otherwise make available to County all finished or unfinished documents and all information which has been accumulated, developed, or prepared by the Consultant in performing services under this Agreement.

The Consultant shall be paid on a pro-rated basis for work properly completed under this Agreement through the effective date of termination, less allowances for errors in work which must be corrected, or liens or claims arising from or occurring in connection with the Consultant's work. Upon any termination of this Agreement, County may take over the work and complete it by agreement with another party or otherwise.

ARTICLE 10 - GENERAL

10.1 If any part, term or provision of the Agreement is held to be invalid or unenforceable by a court or other authority with like jurisdiction to adjudicate the rights and duties of the parties, the remainder of this Agreement shall be unaffected and enforceable, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

10.2 This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective legal representatives, successors, and permitted assigns.

10.3 No delay or failure by County to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Payment by County shall not constitute a waiver of any breach or default by the Consultant.

10.4 In the performance of work under this Contract, the Consultant shall be deemed to be, and is, an independent Consultant with the authority to control and direct the performance and details of its work, the County being interested only in the results obtained. The Consultant shall in no way be considered an agent, employee, joint venture or partner of County. As an independent consultant, Consultant shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

10.5 The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Consultant under this Contract. The right of inspection reserved in the County is for protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Consultant from responsibility for selecting appropriate means of fulfilling its obligations hereunder. The reservation of right of inspection in the County does not permit nor enlarge County's direction and control over the Consultant or Project nor grant the County authority to direct the means selected, course of work or quality of work beyond the standards established in the **Scope of Work** and industry or professional standards.

10.6 Neither party shall be considered in default of its obligations if its performance is prevented or delayed by an existing or future force majeure event, including, without limitation, act of government, act of God, strike, insurrection, embargo, fire, flood, earthquake, explosion, riot, war, rebellion, sabotage, epidemic, or any other cause beyond the reasonable control of a party.

10.7 Notice required or permitted hereunder shall be in writing and shall be deemed to have been given when received by the party to whom it is directed by hand delivery, facsimile, or mail delivery at the address contained in Article 11 below; provided, however, as a matter of good faith and fair dealing, notice should be given in the most efficient and speedy manner called for by the circumstances;

10.8 Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this Contract.

10.9 The Consultant shall perform its work hereunder in accordance with customarily accepted industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Consultant's expense, all necessary permits required by any governmental agency with jurisdiction.

10.10 Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Consultant and any sub-consultants shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations.

The Consultant and any sub-consultants shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

10.11 This is a personal services contract on the part of the Consultant. This Contract may not be assigned or subcontracted without the prior express written consent of the County and any attempt to assign this Contract without the prior express written consent of the County shall render the Contract null and void with respect to the attempted assignee. This Agreement is not intended to benefit any 3rd party.

10.12 The County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Consultant's books with regard to this Contract, and the Consultant shall retain its books and records for the required period.

10.13 This is not an exclusive Contract. The County may, at its sole discretion, contract with other entities for work similar to that to be performed by the Consultant hereunder. Consultant may contract to perform similar work for others, and is not expected to work exclusively for County.

10.14 This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorney's fees.

10.15 Consultant agrees that any information received by Consultant during any furtherance of the Consultant's obligations hereunder will be treated by the Consultant as confidential and will not be revealed to other persons, firms or organizations, unless directed to do so by law.

10.16 (This paragraph applies if the work performed is a "public work"): In discharge of this Contract, Consultant shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.

10.17 This Contract constitutes the entire Agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.

10.18 Persons signing as or on behalf of Consultant represent by their signature that the person signing is fully authorized to so sign this Contract and that the Consultant has taken all steps necessary that the signature is binding upon the Consultant.

10.19 Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Agreement.

10.20 Consultant shall indemnify, and hold harmless the County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, costs, expenses and liabilities of every kind and character arising out of and to the extent cause by the negligent acts, errors and omissions of the Consultant or any sub consultant for which it is legally responsible, or any of their respective employees and agents, on a comparative fault basis in accordance with C.R.S. 13-21-111.5(6). Consultant further agrees that its obligations to the County under this paragraph include claims against the County by Consultant's employees whether or not such claim is covered by workers compensation. Consultant expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

10.21 Consultant assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Consultant may copyright such, but the County reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

10.22 Conformance with Law: The Consultant shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Consultant shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:

- * Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- * Age Discrimination in Employment Act of 1967, 29 USC 621-634;
- * Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
- * Drug Free Workplace Act of 1988, 41 USC 701 et seq;
- * Equal Pay Act of 1963, 29 USC 206(d);
- * Immigration Reform and Control Act of 1986, 8 USC 1324b;
- * Pro-Children Act of 1994, 20 USC 6081 et seq;
- * Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
- * Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- * Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- * Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- * The AUniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
- * Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;

- * The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.
- * Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164.

10.23 Non-discrimination: Consultant shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

10.24 Availability of Funds: Both parties agree that payments pursuant to this Agreement are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board may terminate this Agreement immediately without further liability. In such an event, Consultant shall be paid for all services performed up to the termination date.

10.25 Warranties and Damages: Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to County or any third party arising out of professional negligence. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

10.26 Third Parties: The services to be performed by Consultant are intended solely for the benefit of County. No person or entity not a signatory to this Contract shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of Consultant's services hereunder.

ARTICLE 11 – DESIGNATED REPRESENTATIVE AND ADDRESSES

Mesa County hereby designates Jennifer Richardson, Project Manager, to act as its Designated Representative. The Designated Representative shall have the authority to determine the reasonableness of payment requests, to enter into written additions on behalf of Mesa County if appropriate, and to attend the final review meeting to receive all information from the Consultant.

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following parties or to such other addressee(s) as may be designated by a notice complying with the foregoing requirements.

MESA COUNTY:

CONSULTANT:

**Mesa County Commissioners
Bobbie Daniel, Chair
P.O. Box 20,000
Grand Junction, CO 81502
970-244-1604**

Carollo Engineers, Leanne Hyatt, P.E.

390 Interlocken Crescent #800

Broomfield, CO 80021

with a copy to:

With a copy to:

**Jennifer Richardson, Project Manager
Designated Representative
Mesa County Solid Waste
P.O. Box 20,000
Grand Junction, CO 81502**

ARTICLE 12 - INCORPORATION OF ATTACHMENT

The following Attachments are incorporated into and made a part of this Agreement.

- A - Scope of Work
- B - Hourly Rate Schedule
- C - Insurance

IN WITNESS WHEREOF, the parties execute this Agreement on the date last written below:

MESA COUNTY


Bobbie Daniel, Chair
Mesa County Board of County Commissioners

Date: _____

Attest:

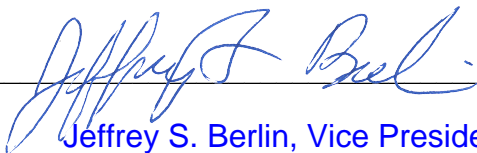
Mesa County Clerk and Recorder

CONSULTANT

Signature  _____

Name & Title Becky J. Luna, Senior Vice President

Date 3/7/2024

Signature  _____

Name & Title Jeffrey S. Berlin, Vice President

Date 3/7/2024

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT A - SCOPE OF WORK

Mesa County (County)
AND
CAROLLO ENGINEERS, INC. (Consultant)

March 7, 2024

Mesa County's Solid Waste Management Enterprise currently composts residential and commercial yard waste at their Organic Materials Composting Facility, collocated at the Mesa County landfill. The County, in partnership with the City of Grand Junction (City), have begun programs for separate collection of commercial and residential food waste. The County is interested in expanding their composting facility to add processing of food waste and potentially dewatered biosolids from the City's Persigo Wastewater Treatment Plant (WWTP) and other regional wastewater treatment facilities. The County has applied for the required permits to process food waste and biosolids and has developed a preliminary design and capital cost estimate for the expansion of the existing composting facility. The City currently landfills their biosolids and is interested in switching to beneficial use of biosolids through composting. For this purpose, the City is conducting a pilot study of biosolids composting at the CHT Resources private composting facility located in Delta, Colorado.

The following scope of services has been developed to provide the County with a business-case evaluation of their composting program and composting facility expansion, and to provide the City with a preliminary evaluation of end-use alternatives for biosolids. The evaluation will include a feasibility analysis for co-composting biosolids including the impacts on product quality and preliminary end-use options, and a business-case analysis including evaluation of planning level capital (prepared by others), O&M costs, compost sale value, and tipping fees for compostable feedstocks. The goals of this evaluation are to:

1. Inform the County's decision whether to co-compost biosolids.
2. Inform the County's determination of rates for compostable feedstocks.
3. Initiate the decision making/ planning process for the City's decision on future end-use opportunities of biosolids from the Persigo WWTP.

SCOPE OF WORK

TASK 0 – PROJECT MANAGEMENT AND COORDINATION

0.1 – Project File Sharing Site

Consultant will set up and maintain a MS Teams site for file sharing and develop file structure for all project files.

0.2 – Project Coordination and Progress Reporting.

Consultant will monitor project progress and budget, coordinate project staffing, and prepare and submit monthly progress reports with invoices for the work completed in the last monthly period. The progress reports will also identify key issues requiring County action or direction.

0.3 – Twice a Month Coordination Calls

Consultant will hold coordination calls twice per month (assume 12 total, 1 hour in duration) with the County and City to keep the project team informed of progress, and to provide the Consultant timely and important feedback. Meetings will be held virtually through MS Teams.

0.4 – Kickoff Meeting

Consultant will review provided information from the data request in advance of the kickoff meeting if available. The kickoff meeting is assumed to be 1 hour in duration and held virtually through MS Teams.

Consultant will prepare for and facilitate a kickoff meeting with the Project Team to discuss project scope, schedule, budget, roles, and responsibilities, lines of communication, and document management. In addition, the Project Team will conduct the following activities at the kickoff meeting:

- Discuss project goals.
- Discuss preliminary findings and data gaps related to the data request.

TASK 1 – COMPOSTING FACILITY EXPANSION AND BIOSOLIDS ASSESSMENT

1.1 – Data Request

Consultant will develop a data request email and share with the County, the two wastewater treatment facilities identified below, and one large food waste generator for collection of information to support the evaluations conducted in Tasks 1.2 to 1.7. Consultant will review the data provided and identify any gaps that require additional data collection.

1.2 – Current and Future Feedstock Quantities

With County and City input, Consultant will summarize the current and future feedstock quantities and characteristics.

- Feedstocks evaluated will include:
 - Yard waste from residential collection and commercial sources such as city parks, etc.
 - Food waste from residential collection and commercial sources such as food manufacturing, restaurants, grocery stores, schools/universities, etc.
 - Wastewater solids from the Persigo WWTP including aerobically digested WAS and anaerobically digested primary sludge.
 - Wastewater solids from Clifton Sanitation District.
- Relevant characteristics for compost facility sizing include:
 - Total solids concentrations (%TS) (needed to ensure appropriate moisture content in the compost feedstock mix).
 - Volatile solids concentrations (%VS) and carbon (C) and nitrogen (N) content (needed to ensure appropriate C:N ratio in the compost feedstock mix).

Consultant, with guidance from the County and City, will determine an appropriate future design year and develop feedstock quantity projections. The feedstock projections may be based on population projections, where appropriate and readily available. The biosolids projections for the Persigo WWTP

will account for planned changes including the anaerobic digestion expansion, new centrifuge dewatering facility, and new, larger hauling trucks, based on information provided by the City.

Feedstock quantity projections will be used as a basis for the evaluations in Task 1.6 and 1.7.

1.3 – Biosolids and Compost Products Market Analysis

Biosolids from the Persigo WWTP are currently disposed at the Mesa County landfill. The County currently produces a high-quality compost from residential and commercial yard waste composting that is available for sale through pickup at the composting facility, sale to landscapers and residential buyers, and bagged for sale to area nurseries. With County and City input, Consultant will evaluate the current biosolids hauling and landfill costs and the current compost product uses and revenue obtained from compost product sales.

With City and County input, Consultant will evaluate the potential future markets for biosolids and compost. For dewatered biosolids from the Persigo WWTP, the evaluation will be limited to landfill disposal and composting. For compost, the evaluation will include potential users and markets for compost products with and without biosolids. Consultant will evaluate the impact of adding food waste and biosolids on compost product quality, and its potential impact on compost product sale value. Potential future markets of compost include use in City parks and green spaces, golf courses, and bulk agricultural land application.

Findings from this market analysis will be used to determine end-use costs or revenues for the potential biosolids and compost products, which will be used as a basis for the evaluations in Tasks 1.6 and 1.7.

1.4 – Evaluation of Current Composting Operations and Costs

With County input, Consultant will evaluate the current operations and operations and maintenance (O&M) costs of windrow composting of residential and commercial yard waste at their Organic Materials Composting Facility. Consultant will review and summarize the following information:

- Existing composting facility layout.
- List of existing equipment with details including purchase year, manufacturer, and cost.
- Existing composting facility operations, including operating hours, composting time, and curing time.
- Mass balance summarizing current feedstock and compost quantities.
- Current O&M costs, which include:
 - Electricity use.
 - Potable water use.
 - Equipment fuel use.
 - Equipment maintenance costs.
 - Staffing requirements and labor costs.

Current composting facility O&M costs will be used as a basis to project the O&M costs for the composting facility expansion, which will be used in the business-case analysis in Task 1.6.

1.5 – Basis of Planning Workshop

Consultant will present the findings from Tasks 1.2 to 1.4 in a Basis of Planning workshop. The workshop is assumed to be 2 hours in duration and held virtually through MS Teams. Findings from these tasks will serve as the basis of planning for the composting facility expansion business case analysis (Task 1.6) and the Persigo WWTP biosolids preliminary end-use analysis (Task 1.7).

1.6 – Composting Facility Expansion Business Case Analysis

This evaluation assumes that the composting technology used will be windrow composting, since the County has already developed a preliminary design and cost estimates for an expansion of their existing composting facility based on windrow composting. Consultant will provide an evaluation of two feedstock scenarios: with and without biosolids. For those two feedstock scenarios, Consultant will develop preliminary design criteria and cost estimates.

Preliminary design criteria will include:

- Mass balance including appropriate feedstock mix (or “recipe”) and compost product quantities, for two feedstock scenarios:
 - Without biosolids: feedstocks consist of yard waste and food waste.
 - With biosolids: feedstocks consist of yard waste, food waste, and biosolids. For this scenario, Consultant will assume that the facility is operated with two trains of composting: one with biosolids and one without. Consultant will determine amount of biosolids that can be accepted given the proposed expansion area for the composting facility.
- List of processes and equipment required.
- Utility and ancillary services required (electricity, drainage, potable water).
- Staffing requirements.
- Summary of the site layout previously developed for Mesa County by others and any additional footprint requirements to accommodate equipment, as well as areas for material storage and space for movement of material on- and off-site.
- Neighbor impacts, including truck traffic and odor potential.

Consultant will develop a business-case evaluation for the County’s composting program and composting facility expansion, including development of:

- Capital cost estimate – Consultant will use the existing capital cost estimate provided by Mesa County (developed by others) for the proposed improvements.
- Annual O&M cost estimates including labor, electricity use, fuel use, and equipment maintenance.
- Annual cost or revenue for end-use of compost products (with and without biosolids).
- Tipping fees required to cover the capital and O&M costs of composting over a 20-year operational period:
 - Tipping fee for residential and commercial yard waste composting.
 - Tipping fee for residential and commercial food waste composting.
 - Tipping fee for biosolids composting, based on the additional O&M costs for co-composting biosolids and potential reduced revenue for compost product end-use.

1.7 – Persigo WWTP Biosolids End-Use Preliminary Evaluation

To establish a baseline, Consultant will evaluate current end-use (hauling and landfill) costs and greenhouse gas (GHG) emissions for the City’s current solids, which are produced from a mix of aerobic and anaerobic digestion and belt filter press dewatering. The analysis will be limited to the solids end-use and will not include costs and GHG emissions associated with digestion and dewatering. Hauling emissions baseline will be based on diesel trucks.

Consultant will evaluate the capacity available, costs, and GHG impacts of future solids end-use alternatives, after the City switches to anaerobic digestion and centrifuge dewatering. The end-use alternatives will be limited to:

- Hauling and landfilling of biosolids at the Mesa County landfill (current practice),
- Hauling and composting at the Mesa County composting facility
- Hauling and composting at the CHT Resources private composting facility in Delta, CO.

With City and County input, Consultant will evaluate the capacity available for biosolids composting at the Mesa County composting facility and the CHT Resources composting facility in Delta, CO. The GHG analysis will include emissions from hauling fuel use, methane emissions from landfill, composting emissions, and GHG emissions savings from composting due to carbon sequestration and fertilizer offsets. The analysis will be limited to the solids end-use and will not include costs and GHG emissions associated with digestion and dewatering. The GHG analysis will also evaluate the GHG emissions from different types of hauling trucks: diesel trucks (current practice), compressed natural gas (CNG) trucks using CNG from either fossil natural gas or biogas, and electric trucks. The hauling analysis will be limited to emissions from fuel use and will not include an analysis of fleet conversion.

1.8 – Evaluation Findings Workshop and Board Presentation

Consultant will present the evaluation findings from Task 1.6 and 1.7 in a 2-hour workshop to the City and County. The workshop is assumed to be 2 hours in duration and held virtually through MS Teams.

Consultant will present the evaluation findings from Task 1.7 to the Board. The Board meeting is assumed to be 1-hour in duration and Consultant is assumed to attend virtually through MS Teams.

TASK 2 – TECHNICAL MEMORANDUM

2.1 –Technical Memorandum

Consultant will develop a technical memorandum (TM), Composting Facility Expansion and Biosolids Preliminary End-Use Assessment, that captures the assessments completed as part of Task 1. A draft version will be submitted for County and City review, and a final version will be developed after receiving review comments from all reviewers.

DELIVERABLES (Consultant)

1. Data request.
2. Kickoff Meeting Slides and Minutes.
3. Basis of Planning Workshop Slides and Minutes.
4. Evaluation Findings Workshop Slides and Minutes.

5. Persigo Board Presentation Slides.
6. Composting Facility Expansion and Biosolids Preliminary End-Use Assessment TM Draft and Final.

DELIVERABLES (County and City)

1. Provide requested data.

ASSUMPTIONS

- County will collect all requested data as available. No additional feedstock quality or quantity testing will be provided by the Consultant as part of this scope of work. County will perform, coordinate, and document all required field work to fill identified data gaps.
- Meetings will be held virtually through MS Teams.
- The technical memorandum (draft and final) will be delivered and reviewed electronically (no hard copies).
- The Consultant shall perform the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Colorado.
- The Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over the feedstock quantities and characteristics. Data projections and estimates are based on the Consultant's opinion based on experience and judgment. The Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Consultant. The Consultant will not be liable to and/or indemnify the County and/or any third party related to any inconsistencies between the Consultant's data projections and cost estimates and actual costs and/or quantities realized by the County and/or any third party in the future, except to the extent such inconsistencies are caused by the Consultant's negligent performance hereunder.
- The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to the County or any third party arising out of breach of contract, delay, termination, or for any other reason whatsoever. Additionally, the Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, that impact project completion and/or success.
- The services to be performed by the Consultant are intended solely for the benefit of the County. No person or entity other than the County shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third-party as a result of the performance of the Consultant's services hereunder.

County-Provided Information and Services

The County shall furnish the Consultant available studies, reports, and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by the County or others in performing the Consultant's services under this Contract.

TIME OF PERFORMANCE

Consultant shall complete all services identified in this Scope of Work within 6 months of formal notice to proceed, or as mutually agreed to by the County and Consultant Project Manager. The estimated dates below assume a April 5, 2024 Notice to Proceed.

Milestones / Deliverable	Estimated Date
Notice to Proceed	April 5
Kickoff Meeting	April 12
Basis of Planning Workshop	June 21
Evaluation Findings Workshop	August 15
Board Presentation	
Compost Facility Expansion Assessment (Draft)	September 5
Compost Facility Expansion Assessment (Final)	October 4

PAYMENT

Consultant will perform the Scope of Services described in the above tasks based on time and materials for a not-to-exceed amount of \$139,185. The cost will be billed per the Fees indicated on the Work Breakdown Schedule.

The Consultant shall bill the County monthly indicating the services performed and the cost of such services according to the attached work breakdown schedule.

ATTACHMENT B
HOURLY RATE SCHEDULE

ATTACHMENT B COMPOST EXPANSION FEASIBILITY STUDY LABOR HOURS AND ENGINEERING FEE	CAROLLO LABOR												EXPENSES		
	Senior Professional	Project Manager	Lead Project Professional	Project Professional	Professional	Assistant Professional II	Assistant Professional I	Senior Technician	Technician/Graphics	Document Processing/Clerical	Total Direct Labor Hours	Total Carollo Labor Cost	Project Communication and Equipment Expense	Total Expenses	TOTAL BASE COST
	Hourly Rate Schedule:	\$246	\$224	\$232	\$183	\$167	\$152	\$135	\$180	\$120	\$115			\$14.00	
Task 0 - Project Management and Coordination	0	20	16	21	0	0	0	0	0	0	57	\$12,035	\$798	\$798	\$12,833
0.1- Project File Sharing Site				1							1	\$183	\$14	\$14	\$197
0.2 - Project Coordination and Progress Reporting		6									6	\$1,344	\$84	\$84	\$1,428
0.3 - Twice a Month Coordination Calls		12	12	12							36	\$7,668	\$504	\$504	\$8,172
0.4 - Kickoff Meeting		2	4	8							14	\$2,840	\$196	\$196	\$3,036
Task 1 - Compost Facility Expansion and Biosolids Assessment	13	11	156	276	0	0	0	0	14	0	470	\$94,042	\$6,580	\$6,582	\$100,624
1.1 - Data Request															
Data request and analysis			4	8							12	\$2,392	\$168	\$168	\$2,560
1.2 - Current and Future Feedstock Quantities															
Current yard waste and food waste quantities			8	16							24	\$4,784	\$336	\$336	\$5,120
Yard waste and food waste projections			4	8							12	\$2,392	\$168	\$168	\$2,560
Current wastewater solids quantities - Persigo & Clifton			8	16							24	\$4,784	\$336	\$336	\$5,120
Wastewater solids projections - Persigo & Clifton			4	8							12	\$2,392	\$168	\$168	\$2,560
1.3 - Biosolids and Compost Products Market Analysis															
Biosolids end-use analysis - Persigo WWTP		2	8	16							26	\$5,232	\$364	\$364	\$5,596
Compost products market analysis		4	8	16							28	\$5,680	\$392	\$392	\$6,072
1.4 - Evaluation of Current Composting Operations and Costs															
Review current operations and site layout			8	16					4		28	\$5,264	\$392	\$392	\$5,656
Develop current O&M costs	1		8	16							25	\$5,030	\$350	\$350	\$5,380
1.5 - Basis of Planning Workshop															
Workshop Preparation, Attendance, and Minutes	2	2	8	8							20	\$4,260	\$280	\$280	\$4,540
1.6 - Composting Facility Expansion Business-Case Analysis															
Process evaluation and mass balance			8	16					2		26	\$5,024	\$364	\$364	\$5,388
Design criteria and site layout			8	16					8		32	\$5,744	\$448	\$448	\$6,192
Review capital cost estimates	2		8	4							14	\$3,080	\$196	\$196	\$3,276
O&M cost estimates	2		16	32							50	\$10,060	\$700	\$700	\$10,760
Feedstock tipping fee assessment	2		16	32							50	\$10,060	\$700	\$700	\$10,760
1.7 - Persigo WWTP Biosolids End-Use Alternatives Evaluation															
Cost evaluation	1		4	8							13	\$2,638	\$182	\$182	\$2,820
Composting capacity			4	8							12	\$2,392	\$168	\$169	\$2,561
Greenhouse gas evaluation			8	16							24	\$4,784	\$336	\$336	\$5,120
1.8 - Evaluation Findings Workshop and Board Presentation															
Workshop Preparation, Attendance, and Minutes	2	2	8	8							20	\$4,260	\$280	\$280	\$4,540
Board Meeting Preparation and Attendance	1	1	8	8							18	\$3,790	\$252	\$253	\$4,043
Task 2 - Technical Memorandum (TM)	10	10	30	60	0	0	0	0	0	12	122	\$24,020	\$1,708	\$1,708	\$25,728
2.1 - Composting Facility Expansion and Biosolids End-Use Assessment TM															
Draft TM	8	8	20	40						8	84	\$16,640	\$1,176	\$1,176	\$17,816
Final TM	2	2	10	20						4	38	\$7,380	\$532	\$532	\$7,912
PROJECT TOTALS	23	41	202	357	0	0	0	0	14	12	649	\$130,097	\$9,086	\$9,088	\$139,185

ASSUMPTIONS:

1. Project duration is 6 months from NTP to final close-out
2. Mark-ups and expenses = \$14.00/labor hour for Project communication and equipment expenses (PECE).

ATTACHMENT C

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

7/4/2024

DATE (MM/DD/YYYY)

3/7/2024

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 have **ADDITIONAL INSURED** provisions or 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C. No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: Travelers Property Casualty Company of America		25674
INSURER C: Allied World Surplus Lines Insurance Company		24319
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 20352998 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	Y	N	GLO 9730569	7/4/2023	7/4/2024	EACH OCCURRENCE	\$ 1,000,000				
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000				
							MED EXP (Any one person)	\$ 25,000				
							PERSONAL & ADV INJURY	\$ 1,000,000				
							GENERAL AGGREGATE	\$ 2,000,000				
							PRODUCTS - COMP/OP AGG	\$ 2,000,000				
								\$				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2023	7/4/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000				
							BODILY INJURY (Per person)	\$ XXXXXXXX				
							BODILY INJURY (Per accident)	\$ XXXXXXXX				
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX				
							DED: COMP/COLL	\$ 1,000				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	Y	N	CUP-1S956429	7/4/2023	7/4/2024	EACH OCCURRENCE	\$ 1,000,000				
							AGGREGATE	\$ 1,000,000				
								\$ XXXXXXXX				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y/N</td> <td>N/A</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Y/N	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>		N	WC 9730570	7/4/2023	7/4/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
Y/N	N/A											
<input checked="" type="checkbox"/>	<input type="checkbox"/>											
							E.L. EACH ACCIDENT	\$ 1,000,000				
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	0313-9010	7/4/2023	7/4/2024	EACH CLAIM: \$1,000,000; AGGREGATE: \$1,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Compost Facility Expansion Assessment. Mesa County, its officers, officials, employees and volunteers are additional insureds as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract. (SEE ATTACHED.)

CERTIFICATE HOLDER

CANCELLATION

20352998
 Mesa County, Colorado
 P.O. Box 20,000
 Grand Junction CO 81502

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

Thirty (30) days' notice of cancellation by the insurer will be provided to the Certificate Holder, ten (10) days' notice in the event of non-payment of premium. The umbrella liability is considered follow form over the general liability, auto liability and employer's liability subject to the policy terms, conditions and exclusions.