

Town of Mead, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

Project/Services Name: Biosolids Loading, Hauling, and Disposal Services - Town of Mead Wastewater Treatment Plant (RFP No. 2024-11)

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the **Town of Mead**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and **Denali Water Solutions LLC**, a Delaware limited liability company with offices at 220 S. Commerce Ave., Russellville, AR 72801 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Contractor represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Services. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Contractor has offered to the Town the process, procedures, terms, and conditions under which the Contractor plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

C. Duty to Inform. The Contractor shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.

D. Time of Performance. The Contractor shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Contractor shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Contractor's services.

II. TERM AND TERMINATION

A. Term. This Agreement shall commence on **January 1, 2025** (the "Effective Date") and shall continue until **December 31, 2025**, or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to extend the term of this Agreement, subject to annual appropriation, for up to three (3) additional one-year terms.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Contractor at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Contractor shall provide no further services in connection with this Agreement after Contractor's receipt of a notice of termination; and

2. The Contractor shall deliver all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Contractor shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Contractor's receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Contractor shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance.

For purpose of this Section II.C, “reasonable time” shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Contractor shall not submit any other invoice, bill, or other form of statement of charges owing to the Contractor. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Contractor’s performance of the Services at the Town’s discretion and for any reason by delivery of written notice of suspension to the Contractor, which notice shall state a specific date of suspension. Upon Contractor’s receipt of such notice of suspension from the Town, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Contractor shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Contractor Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

III. REPRESENTATIVES AND SUPERVISION

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Contractor’s performance of Services hereunder shall be the Town Manager or his or her designee (“Town Representative”). The Town Representative shall act as the Town’s primary point of contact with the Contractor.

B. Contractor Representative. The Contractor representative under this Agreement shall be Samuel Liebel, Director of Sales (“Contractor Representative”). The Contractor Representative shall act as the Contractor’s primary point of contact with the Town. The Contractor shall not designate another person to be the Contractor Representative without prior written notice to the Town.

C. Town Supervision. The Contractor shall provide all Services with little or no daily supervision by Town staff or other contractors. Inability or failure of the Contractor to perform with little or no daily supervision which results in the Town’s need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

IV. COMPENSATION

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Contractor shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Eighty-Five Thousand Dollars (\$85,000.00)** (“Not-to-Exceed Amount”) unless a larger amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Contractor shall be paid only for work performed. Contractor shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor as follows:

- ☒ If this box is checked, the Town shall pay Contractor on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Contractor upon completion of the Services and the Town’s acceptance of all work or Services as set forth in **Exhibit A**.
- ☐ If this box is checked, the Town shall pay the Contractor the Not-to-Exceed Amount in a single lump sum payment on [insert date here, if applicable] .

B. Receipts. The Town, before making any payment, may require the Contractor to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town’s interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered “reimbursable expenses” for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Contractor, and proof of payment shall be provided by the Contractor with the Contractor’s monthly invoices:

- ☒ None
- ☐ Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- ☐ Printing and Photocopying Related to the Services (billed at actual cost)
- ☐ Long Distance Telephone Charges Related to the Services

- ☐ Postage and Delivery Services
- ☐ Lodging and Meals (but only with prior written approval of the Town as to dates and maximum amount)

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Contractor not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Contractor and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

V. PROFESSIONAL RESPONSIBILITY

A. General. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing required by law.

B. Standard of Performance. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Contractor for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Agreement and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

VI. INDEPENDENT CONTRACTOR

A. General. Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such

employment or related to the corporate amenities of such employment. The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

B. Insurance Coverage and Employment Benefits. The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

C. Employee Benefits Claims. To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

VII. INSURANCE

A. General. During the term of this Agreement, the Contractor shall obtain and shall continuously maintain, at the Contractor's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- ☐ The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the

Contractor's minimum statutory and legal obligations arising under this Agreement ("Contractor Insurance"); OR

- ☒ The Contractor shall secure and maintain the following ("Required Insurance"):
- ☒ Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
 - ☒ Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - ☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
 - ☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled,

terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Contractor to the Town immediately upon demand by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Contractor from the Town pursuant to this Agreement.

VIII. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage to the extent caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. RESERVED

X. REMEDIES

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

1. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or

2. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

XI. RECORDS AND OWNERSHIP

A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

B. Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town's request, upon expiration or termination of this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

XII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

If to the Town:

If to Contractor:

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	Denali Water Solutions LLC Attn: Samuel Liebl 220 S. Commerce Ave. Russellville, AR 72801
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With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, Colorado 80111	With Copy to:
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E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

H. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Contractor shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

T. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

U. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

V. Web Accessibility Compliance Requirements. In the event the Services include Services related to the Town internet or intranet, or otherwise require the Contractor to provide documents that will be posted to the Town website, Contractor shall provide the Services subject to all applicable web accessibility requirements of C.R.S. § 24-34-802, as the same may be amended from time to time.

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SIGNATURE PAGES FOLLOW

THIS AGREEMENT is executed and made effective as provided above.

TOWN OF MEAD, COLORADO

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

ATTEST:

Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

Marcus McAskin, Town Attorney

DENALI WATER SOLUTIONS LLC:

By: _____

Printed Name: _____

Title: _____

Date of execution: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____ as _____ of Denali Water Solutions LLC, a Delaware limited liability company.

My commission expires: _____

(S E A L)

Notary Public
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))

EXHIBIT A
SCOPE OF SERVICES

[see attached Proposal dated October 25, 2024]



DENALI

Request for Proposal:

2024-011

Biosolids Loading, Hauling, and Disposal Services

Submitted to:

Town of Mead

Attn: Town Manager

441 Third Street

Mead, Colorado 80542

Submitted via online

Due Date:

October 25, 2024, 2:00 PM

220 S. Commerce Ave
Russellville, AR 72801
(479) 498-0500

DenaliCorp.com



October 25, 2024

Submitted electronically
Manny Windhorst
Pavement Management Program Manager
Town of Mead
441 3rd Street
Mead, CO 80542

RE: ***RFP #2024-011***
Biosolids Loading, Hauling, and Disposal Services – Town of Mead Wastewater Treatment Facility

Dear Mr. Windhorst,

Denali Water Solutions LLC (“Denali”) is the respondent to ***RFP #2024-011 Biosolids Loading, Hauling, and Disposal Services*** for the Town of Mead Wastewater Treatment Plant. At Denali, our goal is to continuously exceed our Customers' expectations by providing biosolids management services at the highest industry standards, driven by our team of seasoned residuals management professionals and our readily available assets.

The core of our approach presented in this bid response is to exceed the Town’s expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance and regulatory aspects of biosolids. The Denali team approach provides the opportunity for the Town to engage trusted biosolids experts throughout the term of the project.

The company prides itself in putting the customers’ needs, the environment and safety first. This philosophy has been a primary driver for Denali’s success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private and industrial customers across the United States.

The enclosed proposal is valid for 120 days. Denali is prepared to enter into an agreement with the Town for biosolids loading, hauling, and disposal services.

I would like to thank you for reviewing the contents of our proposal. Please contact Samuel Liebl at (970) 456-3535 or by email at samuel.liebl@denaliwater.com with any comments or questions. Again, thank you for the opportunity to propose on this work for the Town of Mead and we look forward to continuing this relationship.

Very truly yours,

A handwritten signature in blue ink, reading "Jeffrey J. LeBlanc".

Jeffrey J. LeBlanc
Chief Growth Officer

CC: Samuel Liebl, Director of Sales , (970) 456-3535, samuel.liebl@denaliwater.com



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- Appendix A: Resumes
- Appendix B: Sample Certificate of Insurance
- Appendix C: Authority to Sign
- Appendix D: Addendum Acknowledgment

1. APPROACH

Denali Water Solutions LLC ("Denali") offers a comprehensive turnkey service to the Town of Mead. The following details our approach to the work to be performed for biosolids loading, hauling, and disposal services for the Town of Mead Wastewater Treatment Plant:

- Loading:** Denali will utilize the Town Plant's submersible pump to load tankers to a level of 6,500 gallons per load. The tankers will be loaded at the designated location at the wastewater treatment plant (WWTP). The Denali truck driver will attend the tanker throughout loading to avoid any spilling of biosolids.
- Transportation:** Denali will transport biosolids in watertight tanker trailers and in compliance with all federal, state, and local laws, regulations and guidelines. Denali will provide trucks with tankers as needed by the demands of the WWTP. Denali will transport the Town biosolids to a permitted site for land application.
- Beneficial Use:** Denali will provide permitted land application sites for the beneficial use of Town biosolids. The material will be land applied at the prescribed agronomic loading rate according to all applicable regulations of the EPA, Colorado Department of Public Health & Environment, and the Weld County Board of Health.

Customer Service Focus

Denali's focus is on customer service. We will provide trucks as needed at the Town WWTP to meet the needs of the Town staff and operations so that they can focus on plant operations. We can work evenings, weekends, and holidays as needed to serve the Town.

Biosolids Hauling and Land Application Operations

Denali will meet with the Plant Operators to develop a schedule to meet the Town's needs. Denali will maintain maximum flexibility to accommodate the plant operations. Denali will utilize watertight tankers for biosolids transportation. All transportation will be conducted according to the rules and regulations of the Department of Transportation (DOT). Biosolids will be land applied using approved equipment at agronomic rates. Our goal is to make the Town's operation as trouble free as possible.

Equipment

Denali will supply sufficient equipment available to handle the biosolids produced at the Town's treatment facility. A preventative maintenance program ensures that our equipment is in top working condition at all times, and our highway equipment is DOT approved and inspected on a daily basis. Denali will provide the following equipment immediately for the Town's biosolids program:

- 💧 Watertight tankers,
- 💧 DOT-ready transport trucks,
- 💧 Tractor with injection equipment for land application, and
- 💧 Incorporation equipment for land application (as needed).

Other Denali equipment will be available to the Town of Mead's program and provided as needed. All of this equipment can be mobilized on-site to the WWTP or land application sites within 2 hours if necessary. We have a maintenance facility located near Platteville, about a 15-minute drive from the Town WWTP.

Mobile Dewatering as a Back-up/Emergency Response

At times of extreme weather conditions, some land application sites may not be available due to excessive moisture preventing equipment from entering the field. Denali offers on-site dewatering services using one of our mobile belt filter presses. This service would allow us to remove solids from the WWTP and stockpile until sites can be accessed again. This available service is a valuable part of the operation of the Facility. We also offer hauling and disposal at permitted biosolids composting sites as another back-up option.

Record Keeping

As part of our standard biosolids management program, Denali maintains extensive records to monitor our operations. This information is valuable to not only Denali and our clients, but also to the farmers and landowners we work with in land application. Accurate data is important to farmers to know exactly what level of nutrients are being supplied to their soil. This information is also required to comply with all regulations of the U.S. Environmental Protection Agency (US EPA) 503 Regulations and the CDPH&E (Biosolids Regulations).

In order to track applied biosolids, Denali issues a load ticket for each load hauled. The information on each ticket supplies the date and time the load was picked up, the amount hauled, and the site to which the biosolids were applied. In addition, Denali utilizes software and GPS services to monitor each truckload to track our operations in real time. Denali provides a weekly billing statement that provides the load ticket number, site number, amount hauled, price per gallon, and total charges.

All of this information, along with results of biosolids and soil testing and monitoring, is compiled and used to prepare Annual Report documents.

Regulatory Compliance

Denali's Biosolids Management Program includes compliance with all applicable government regulations. We pride ourselves in maintaining all our land application sites according to all regulations and preferred farming practices. We have used a proactive approach with the US EPA, the Colorado Department of Public Health & Environment ("CDPHE"), and the Weld County Board of Health to sustain our excellent relationship with those bodies. All laboratory analyses of soils arranged by Denali will be performed by an independent certified laboratory, and Denali will provide the Town with Certification Statements for all land application activities.

Additional Services Available to Town of Mead

Denali will provide the following biosolids management services to the Town as part of our standard program. There will be NO additional cost to the Town for the services listed (a-e) beyond the pricing described in Part 6 below.

- a. Denali will help Town Staff to Prepare the Town's Annual Report as required by the US EPA and the CDPH&E. Denali will coordinate this activity with Town personnel.
- b. Appear on the Town's behalf at Weld County Board of Health monthly meetings in support of any new or renewal land application permit. We will address the Board and answer any questions they may have, as well as concerns of the public.

- c. Collect and analyze soil samples from each Denali land application site that has received or will receive Town biosolids. This includes all deep soil testing as required by regulations. These tests will be conducted at least annually, in compliance with all government regulations.
- d. Remain current with all regulatory changes that may impact the biosolids management program. We will communicate with Town Staff any pending changes and their potential impact on the Program.
- e. Denali personnel will be available at all times to meet with the Town, or represent the Town to any group, including Town Council, County officials, concerned citizens, Regulatory Agents, etc.

The following services are also available to the Town on an as-needed basis. The costs of said services shall be negotiated mutually between the Town and Denali, depending on the Scope of Work for each item. Denali may be able to provide additional services beyond those listed below:

- a. Complete digester cleaning and land application of biosolids and sediment, and
- b. Mobile dewatering service for emergency/backup.
- c. Disposal at permitted biosolids composting facilities for emergency/backup.

Specification Conformance

Denali expects to fully comply with all provisions of the Proposal Specifications. More specifically, Denali will:

- a. Transport biosolids in watertight tanker trailers and in compliance with all federal, state, and local laws, regulations and guidelines . All equipment will meet or exceed operational safety and insurance standards.
- b. Town biosolids will be beneficially reused in accordance with all current applicable regulations, including those of EPA Part 503 and CDPHE Regulation 64.
- c. Denali will provide the transportation vessel and take control and responsibility of the biosolids at the Facility gate.
- d. Denali will keep detailed records for each load of biosolids transported on behalf of the Town, and will submit weekly information to the Town detailing all transportation and land application activity for the prior week.
- e. Denali will coordinate all transportation and land application activities with all interested regulatory personnel to ensure safe and legal operations.
- f. Denali will arrange all permits and pay permit fees for Denali sites. Denali will monitor all sites as required by regulations, and forward all lab analysis of soil monitoring to the Town WWTP Superintendent if requested. Denali already has permits for sites with sufficient acreage to handle the annual biosolids production of the WWTP.
- g. Denali will maintain in force all insurance requirements of the Town, and shall indemnify and hold harmless the Town for any actions of Denali as it relates to this Proposal.
- h. Denali will be responsible for any damage to Town property or equipment caused by Denali, and shall repair at Denali expense.
- i. Denali will commence start of service under this RFP within 5 days of executing an Agreement with the Town.

- j. Denali will coordinate hauling schedules with Ramey Environmental Compliance.
- k. Denali will provide all certified statements and records to the Town as required.

2. REFERENCES

Denali is the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the U.S. Below is a detailed list of three Denali references for current projects within Colorado.

Additionally, Denali has provided biosolids loading, hauling, and disposal services to the Town of Mead since approximately 2010. We are proud to have provided reliable and responsive services to the Town over the last 15 years.

Denali considers this information proprietary, and we request that this information NOT be made available for public viewing.

City of Loveland

Biosolids Management and Dewatering

Project Description: Denali has managed biosolids and cleaned digesters for the City of Loveland, CO decades. Liquid biosolids are hauled to Denali sites for land application. Denali has also provided mobile dewatering service at the City Water Treatment Plant, turning liquid sludge into dewatered cake prior to disposal.

Contract Dates: 1986 to Present

Contact Information: Chad Birgenheier
 (970) 962-3706, chad.birgenheier@cityofloveland.org

Evergreen Metropolitan District

Liquid Biosolids Management and Land Application

Project Description: Denali provides turnkey biosolids management service, transporting liquid biosolids to Denali sites for land application. Denali has also provided digester cleaning service.

Contract Dates: 1986 to Present

Contact Information: Jason Stawski
 (970) 674-4112 ext. 2, recept@evergreenmetro.org

City of Greeley

Biosolids Dewatering and Land Application

Project Description: Denali hauls and land applies 10,000 wet tons of cake biosolids per year from Greeley on Denali land application sites.

Contract Dates: 2003 to Present

Contact Information: Tyler Eldridge
 (970) 350-9778, tyler.eldridge@greeleygov.com

3. KEY PERSONNEL BIOS

We believe that we are only as good as our team. Denali fosters a company culture that makes people proud to work at Denali because of how it treats its employees, customers, and the community.

Denali's success is derived from the quality work and dedication of our people. Every employee of Denali contributes to achieving our customer's satisfaction. Each and every one will play a role in working with the Town of Mead in order to make this partnership successful. We will meet with Town WWTP management to assess their needs and design a program accordingly. We will assign Denali personnel, as necessary. Biographies appear in Appendix A.

4. PROJECT TEAM

The following are proposed project team members for the biosolids loading, hauling, and disposal services for the Town of Mead Wastewater Treatment Facility. Resumes are found in Appendix A.

Roy Yurt

Overall Biosolids Management

Phone: (720) 363-1003

Luke Bond

Compliance & Reports

Phone: (720) 466-9171

Samuel Liebl

Contract Management

Phone: (970) 456-3535

5. COMPANY INFORMATION

5.a. Affiliated and Subsidiary Companies

Denali's family of companies are comprised of these primary business entities:

- Denali Water Solutions LLC
- Terra Renewal Services, Inc.
- Wastewater Specialties, LLC
- Imperial Western Products, Inc.

Key subsidiaries of Denali are:

- WeCare Denali, LLC
- Ramco Environmental, LLC

5.b. Insurance Carriers

A sample Certificate of Insurance is found in Appendix B which details carriers, insurance coverage and limits, along with expiration dates.

6. PROPOSED PRICE

6.a. Contract Hauling Renewals

Pricing proposed for the first year of service is \$0.073 per gallon to load, haul, and land apply liquid biosolids for the Town of Mead, with the anticipated volume being 25.3 dry metric tons of biosolids produced annually by the wastewater treatment plant. Denali understands that service rates beyond the first year shall be negotiated yearly and shall not exceed the Denver-Boulder-Greeley CPI.

6.b. Authority to Sign and Proposal Guarantee

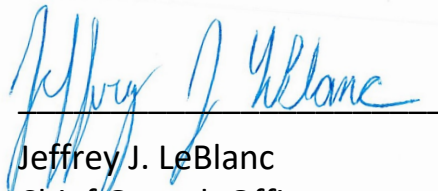
Denali's Chief Growth Officer, Jeffrey J. LeBlanc, has signing authority to bind Denali Water Solutions LLC as indicated in Appendix C: Authority to Sign.

This proposal is valid for 120 days from October 25, 2024.

Proposal Submitted by:

Contractor: **Denali Water Solutions LLC**

Signature:



Printed Name:

Jeffrey J. LeBlanc

Title:

Chief Growth Officer

Date:

October 25, 2024



APPENDIX A

RESUMES

Roy Yurt, General Manager: Yurt has 25+ years of experience in logistics and project management. In 2023, Yurt lead Denali's Colorado team to achieve a 99% on-time pickup rate and the delivery of more than 13,000 loads of biosolids in Colorado, and the land application of 25+ million gallons of liquid biosolids and 120,000 tons of cake biosolids to agricultural fields. His work in 2023 and 2024 spanned more than 30 biosolids projects, including an emergency cleaning of Denver Metro Water Recovery's digesters and operations in Texas, Nebraska and Wyoming

Luke Bond, Senior Environmental Manager: Bond has more than 30 years of experience in biosolids permitting, reporting, and land application. His expertise encompasses soil sampling, nutrient management, crop management, biosolids and manure utilization on farmland, plant-available nitrogen calculations and 40 CFR 503 compliance. Bond manages Denali's relationship with dozens of farmers in Colorado to maintain the company's land base in the state of more than 200,000 acres permitted for biosolids land application.

Samuel Liebl, Director of Sales: Liebl brings a background in agriculture, environmental conservation, and soil science to his position as the sales leader for Denali in Colorado. Liebl holds a master's in environmental management from Western Colorado University, where his graduate work focused on the use of biosolids compost to improve soil health. He recently lead Denali's corporate sustainability program and was the company's spokesperson. He is involved in biosolids and wastewater treatment advocacy organizations across the U.S. and chairs the Biosolids Committee of the Rocky Mountain Water Environment Association (RMWEA). He was previously the district manager of the Gunnison Conservation District.

Mike Scharp, Vice President Sales & Environmental Services: Scharp has over 40 years in biosolids management throughout the United States. He is a Certified Professional Soil Scientist and has a BS from the University of Illinois in Forest Science and Soils. He has worked extensively with the CDPH&E on Regulation 64 – Biosolids Regulations, TENORM and PFAS. He has also worked closely with several engineering firms regarding the interface of biosolids engineering at WWTP and the reality of biosolids management in the field as far as both agriculturally and regulatorily



Appendix B: Sample Certificate of Insurance

Each Carriers Rating is as follows:

- Colony Insurance Company **Rating A-**
- National Union Fire Insurance Company of Pittsburg PA **Rating A**
- Granite State Insurance Company **Rating A**
- Underwriters at Lloyds, London **Rating A**
- AXIS Surplus Insurance Company **Rating A+**
- QBE Specialty Insurance Company **Rating A+**
- National Fire & Marine Insurance Company **Rating A++**
- Westchester Surplus Lines Insurance Company **Rating A++**
- RSUI Indemnity Company **Rating A++**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2024

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 Arthur J. Gallagher Risk Management Services, LLC 1490 Market Street Suite 3 Lake Charles LA 70601	CONTACT NAME: Lynn Erpelding, CIC, CISR PHONE (A/C, No, Ext): 337-475-7442 E-MAIL ADDRESS: lynn_erpelding@ajg.com FAX (A/C, No):
INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 220 South Commerce Avenue 1st Floor Russellville AR 72801	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburg INSURER C: Granite State Insurance Company INSURER D: Underwriters at Lloyd's, London INSURER E: INSURER F:

License#: BR-724491
DENAWAT-03**COVERAGES****CERTIFICATE NUMBER:** 249461189**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.

INSTR	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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PACE4279461	6/30/2024	6/30/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	5717880	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXC4279462 ENVX000051324	6/30/2024 6/30/2024	6/30/2025 6/30/2025	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 \$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WC014195820 014195821	6/30/2024 6/30/2024	6/30/2025 6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Contractors Pollution Liability Professional Liability	Y	Y Y	PACE4279461	6/30/2024	6/30/2025	Pollution - Per Occur \$1,000,000 Professional - Claim \$1,000,000

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

Certificate Holder is included as Additional Insured on the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions as per endorsement #EPACE101-0721. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement #87950, edition date 09/14. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions. Pollution Liability is on Occurrence Basis while Professional Liability is on Claims Made Basis. Policies listed above contain a 45 day Notice of Cancellation, except 10 days in the event of nonpayment.

Workers Compensation Policy #: 014195820 covers State of California only.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Information Purposes Only

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

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 220 South Commerce Avenue 1st Floor Russellville AR 72801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy #: 014195821 covers all other States.

Excess Liability policies follow form of underlying policies as listed below:

Policy #: EXC4279462 - Colony Insurance Company - \$5,000,000 limit excess over General Liability, Pollution Liability and Professional Liability only.

Policy #ENVX000051324 - Certain Underwriters at Lloyds, London - \$15,000,000 xs \$5,000,000 excess over General Liability, Pollution Liability and Professional Liability only.

Policy #GVE100272504 - Gemini Insurance Company - \$3,000,000 limit excess over Automobile and Employer's Liability only. NAIC #10833

Policy #P00100394576401 - AXIS Surplus Insurance Company - \$2,000,000 xs \$3,000,000 excess over Automobile and Employer's Liability only. NAIC #26620

Policy #140001789 - QBE Specialty Insurance Company - \$2,000,000 xs \$5,000,000 excess over Automobile and Employer's Liability only. NAIC #11515

Policy #42XSF31613704 - National Fire & Marine Insurance Company - \$3,000,000 xs \$7,000,000 excess over Automobile and Employer's Liability only. NAIC #20079

Policy #G74389193002 - Westchester Surplus Lines Insurance Company - \$5,000,000 xs \$15,000,000 excess over Automobile and Employer's Liability only. NAIC #10172

Policy #NHA103297 - RSUI Indemnity Company - \$5,000,000 xs \$10,000,000 excess over Automobile and Employer's Liability Only. NAIC #22318

Auto Comprehensive Ded: \$100

Auto Collision Ded: \$500

Certificate holder is listed as Loss Payee on Rented/Leased Equipment/Auto as their interest may appear.

APD applies to all rented/leased vehicles with a cost new value greater than or equal to \$75,000. Vehicles with a cost new less than \$75,000 must be scheduled.

Equipment Coverage:

Policy #: IMP400132401

Carrier: Transguard Insurance Company

Policy Dates: 06/30/2024-06/30/2025

Cargo Limit: \$100,000

Trailer Interchange Limit: \$85,000

Rented/Leased Equipment Limit: \$1,000,000 Scheduled Equipment: \$65,385,890

Deductible: \$50,000 each occurrence

Complete list of Named Insureds:

AWS Dredge, LLC; Co-West Commodities, Inc.; Denali Water Solutions LLC; Dispatch Acquisition Holding, LLC; Dispatch Parent, LLC - 1ST NAMED INSURED;

Aux Arc Solutions, LLC; HydroAg Environmental, LLC; Imperial Western Products, Inc.; New Earth, LLC; NuTerra Finance, Inc.; NuTerra Holdings, LLC; OR

Composting, LLC; OR Processing, LLC; Organix Composting of Texas, LLC; Organix Recycling, LLC; Robert Endy Commodities, Inc.; Solid Solutions, LLC;

Swanson Bark & Wood Products, Inc.; Terra Holding Company; Terra Renewal Services, Inc.; TerraGro Farms, LLC; Veris Environmental, LLC; Viridiun

Equipment, Inc.; Viridiun Products, LLC; Viridiun, LLC; WeCare Denali, LLC



Appendix C: Authority to Sign

DELEGATION OF AUTHORITY LETTER

By means of this letter, I, Todd Mathes, delegate the authority herein described to the Chief Growth Officer, on the following terms and conditions:

1. The Chief Growth Officer may review and execute, on behalf of Denali Water Solutions LLC ("Denali"), proposals and bids in an amount not to exceed \$1,000,000 in anticipated annual revenue.
2. The documents subject to this delegation are those between Denali and its customers, relating to the handling of biosolids or other similar organic materials.
3. The effective date of this delegation is August 1, 2024, and such authority shall run through December 31, 2024.
4. The authority delegated is not subject to sub-delegation without my prior and express written consent.
5. This delegation is made pursuant to Denali's Delegation of Authority policy and is subject thereto.

DocuSigned by:

Todd Mathes

62D318126DB04CE...

Todd Mathes, CEO

Date: 8/8/2024

Acknowledged and agreed:

DocuSigned by:

Jeffrey LeBlanc

378C22580A5E40F...

Jeffrey LeBlanc, Chief Growth Officer

Date: 8/9/2024



Appendix D: Addendum Acknowledgment

Town of Mead

RE: Town of Mead WASTEWATER TREATMENT FACILITY, Biosolids Loading, Hauling, and Disposal Services

Denali, LLC acknowledges receipt of the following Addenda:

Addendum No. 1 Dated 10/23/2024

RESIDUALS MANAGEMENT SOLUTIONS



Water &
Wastewater
Residuals



Food
Processing
Residuals



Food
Waste



Green
Waste



WeCare
Organic
Products™



Denali
Technologies

DENALI

220 S. Commerce Ave.
Russellville, AR 72801
(479) 498-0500
DenaliCorp.com

EXHIBIT B **COMPENSATION**

Contract Hauling Renewals

Pricing proposed for the first year of service is \$0.073 per gallon to load, haul, and land apply liquid biosolids for the Town of Mead, with the anticipated volume being 25.3 dry metric tons of biosolids produced annually by the wastewater treatment plant. Denali understands that service rates beyond the first year shall be negotiated yearly and shall not exceed the Denver-Boulder-Greeley CPI.