

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 39-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING
A FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BY
AND BETWEEN THE TOWN OF MEAD AND VERIS
ENVIRONMENTAL, LLC FOR BIOSOLIDS LOADING, HAULING, AND
DISPOSAL SERVICES**

WHEREAS, the Board of Trustees previously approved that certain Agreement for Services between Veris Environmental, LLC (“Contractor”) and the Town of Mead for biosolids loading, hauling and disposal services dated April 27, 2016 (the “Agreement”); and

WHEREAS, the current term of the Agreement is scheduled to terminate on April 26, 2020; and

WHEREAS, the Town has need to extend such services until December 31, 2020 and provide for an adjustment to the Contractor’s compensation rate in accordance with the Consumer Price Index for the Denver-Aurora-Lakewood area, which is permitted by Exhibit C to the Agreement upon extension of the Agreement by the Parties; and

WHEREAS, a copy of the First Amendment to the Agreement (“First Amendment”) making such changes is attached to this Resolution as **Exhibit 1** and is incorporated herein by reference; and

WHEREAS, the Board of Trustees desires to approve the First Amendment in substantially the form attached to this Resolution and delegate authority to the Mayor to execute the First Amendment on behalf of the Town of Mead.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:

Section 1. The Board of Trustees hereby: (a) approves the First Amendment in substantially the same form as is attached hereto and incorporated herein, extending the term of the Agreement to **December 31, 2020** and adjusting the Contractor’s compensation rate as provided in Exhibit C-1 to the First Amendment; (b) authorizes the Town Attorney in cooperation with the Town Manager to make any non-material changes to the First Amendment as may be necessary that do not increase the Town’s obligations; and (c) authorizes the Mayor to execute the Amendment when in final form.

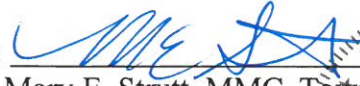
Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.


Section 3. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSED, AND ADOPTED THIS 30th DAY OF MARCH, 2020.

ATTEST:

TOWN OF MEAD:

By: 
Mary E. Strutt, MMC, Town Clerk



By: 
Colleen G. Whitlow, Mayor

Exhibit 1
First Amendment to Agreement for Services

[see attached]

**Town of Mead, Colorado
FIRST AMENDMENT TO
AGREEMENT FOR SERVICES**

Project/Services Name: Biosolids Loading, Hauling, and Disposal Services

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES (“First Amendment”) amends the Agreement for Services entered into by and between **VERIS ENVIRONMENTAL, LLC**, a Colorado limited liability company with offices at 19173 County Road 193, Limon, Colorado 80828 (the “Contractor”) and the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado (the “Town”). The Town and Contractor may be collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

WHEREAS, the Parties entered into that certain Agreement for Services dated April 27, 2016 (“Agreement”), pursuant to which Contractor has been providing sludge hauling services for the Town and which will terminate on April 26, 2020; and

WHEREAS, Paragraph 30 of the Agreement allows the Parties to mutually agree in writing to amend the Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement such that the Contractor may continue to provide services to the Town through December 31, 2020; and

WHEREAS, the Parties further desire to update Contractor’s rates of compensation during the extended term of the Agreement as permitted by Exhibit C to the Agreement.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the Town and the Contractor that the Agreement shall be amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into the Agreement by this reference as though set forth in full.
2. **Original Terms and Conditions.** Except as amended herein, the original terms and conditions of the Agreement remain in full force and effect.
3. **Term.** The term of the Agreement is hereby extended until and including December 31, 2020.
4. **Compensation.** Effective May 1, 2020, Contractor’s rates shall be adjusted in accordance with the letter from Contractor to the Town dated March 12, 2020 and attached hereto as **Exhibit C-1**.
5. **Conflict.** This First Amendment is and shall be construed as part of the Agreement. In the case of any inconsistency between this First Amendment and the Agreement, the provisions containing such inconsistency shall be reconciled with one another to the maximum extent possible, and then to the extent of any remaining inconsistency, the terms of this First Amendment shall control.
6. **Counterparts; Facsimile or Electronic Signature; Authority.** The Parties hereto agree that this First Amendment may be executed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The Parties further agree that this First Amendment may be executed by facsimile or electronic signature, and that any facsimile or electronic signature shall be binding upon the party providing such signature as if it were the party’s original signature.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for Services, to be effective as of the date of its mutual execution by the Parties. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.

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SIGNATURE PAGE FOLLOWS

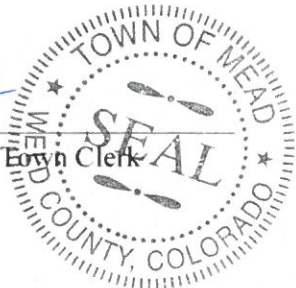
THIS FIRST AMENDMENT is executed and made effective as provided below.

TOWN OF MEAD, COLORADO:

ATTEST:

[Signature]

Mary Strutt, MMC, Town Clerk



By: *Colleen G. Whitlow*

Colleen G. Whitlow, Mayor

Date of execution: 03/30/2020

VERIS ENVIRONMENTAL, LLC:

By: *Kipp Parker*

Printed name: Kipp Parker

Title: Manager

Date of execution: 3/23/2020

STATE OF Colorado)
COUNTY OF Lincoln) ss.

The foregoing First Amendment to Agreement for Services was acknowledged before me this 23 day of March, 2020, by Kipp Parker as Manager of Veris Environmental, LLC.

Witness my hand and official seal.

My commission expires: 8/12/21

Pamela Malbers
Notary Public

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

PAMELA MALBERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20094025833
MY COMMISSION EXPIRES AUGUST 12, 2021

Veris Environmental, LLC

53036 Highway 71
Limon, CO 80828

Phone: 719-775-9870
Fax: 719-775-9871

204 S. Bowen Street
Longmont, CO 80501

Phone: 303-651-7070
Fax: 303-651-0309



March 12, 2020

Helen Migchelbrink
Town of Mead
PO Box 626
Mead, CO 80542

RE: Contract Extension and CPI Adjustment

Dear Helen:

The current contract between Veris Environmental and the Town of Mead will expire on April 26, 2020. Veris is requesting an extension of this contract, through December 31, 2020.

As provided for in Exhibit C of our contract dated April 27, 2016, Veris Environmental is requesting an adjustment to the contract fees by the annual CPI, as published by the Colorado Department of Labor and Employment. We have attached the supporting documentation.

The CPI adjustment is a positive 1.9%. The new price will be \$.053 per gallon (previous price was \$.052 per gallon). This price change will be effective May 1, 2019.

It is our understanding that the Town will provide an Amendment outlining the extension and price adjustment.

Should you have any questions, do not hesitate to contact our office.

Sincerely,

A handwritten signature in black ink that reads "Mike Scharp". The signature is written in a cursive, slightly slanted style.

Mike Scharp
VP of Market Development
Veris Environmental, LLC

U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options: From: To:
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Data extracted on: January 29, 2020 (12:49:37 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS48BSA0
 Not Seasonally Adjusted
Series Title: All items in Denver-Aurora-Lakewood, CO, all urban consumers, not seasonally adjusted
Area: Denver-Aurora-Lakewood, CO
Item: All items
Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2009													208.548	207.444	209.652
2010													212.447	210.978	213.916
2011													220.288	219.055	221.521
2012													224.568	222.960	226.177
2013													230.791	229.142	232.439
2014													237.200	235.736	238.664
2015													239.990	238.086	241.895
2016													246.643	245.191	248.095
2017											258.614		254.995	252.760	257.230
2018	259.907		260.595		262.150		261.707		263.723		263.679		261.958	260.790	263.127
2019	260.942		264.332		266.280		267.285		270.974		271.142		266.999	264.147	269.850

$(266.999 - 261.958) / 261.958 = 1.9\%$

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 Washington, DC 20212-0001
 Telephone: 1-202-691-5200

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