CITY OF NORTHLAND

2020 Waste Optimization Study
RFP 2020-015

ADDENDUM NO. 1
DATED: July 1, 2020

TO: PROSPECTIVE BIDDERS

The following adds to, supplements, amends or clarifies by way of explanation, portions of the Contract Documents, Specifications, and Drawings for the above named project.

NOTE: It will be the responsibility of the Bidder to acknowledge receipt of Addenda on the Bid Form as part of his/her submitted proposal. Failure to do so will be grounds for the City to reject the proposal.

The Contract Documents, including the Specifications and Drawings are hereby modified by the following items:

SPECIFICATIONS: NONE

DRAWINGS: NONE

QUESTIONS: Virtual Pre-Bid Supplemental Information Issuance

City of Northglenn


ALL ITEMS IN CONFLICT WITH THIS ADDENDUM ARE HEREBY DELETED.

END OF ADDENDUM NO 1
Virtual Pre-Bid Conference – 2020 Waste Optimization Study RFP
Wednesday, June 24, 2020, 2 pm MST

Attendees:
Becky Smith - Planning Manager
Ashley McFarland - Planner I
Tami Moon - Environmental Manager
Brigid Sherrill - Public Works Administrative Assistant
Rob Webber - Public Works Project Manager
Scott Pasternak - Burns and McDonald
Laurie Batchelder Adams - LBA Associates
Christina Seibert - APTIM
Cynthia Mormile - MSW Consultants
Walt Davenport - MSW Consultants
John Culbertson - MSW consultants

Question and Answer Section:

Scott Pasternack - What is the planned budget for the performance of the project?

Funding for this project will be coming from the City’s Enterprise Fund, it originally stated as we were completing two separate studies one that was looking at residential composting and one looking at recycling and improving diversion rates. We decided to merge the two studies into one study that looks at the whole waste system. The budget between both of the studies would have been $50,000.

John Culbertson - Overview of drivers and catalysts for the project? What is the sense of overall political and will of the residents?

The City recently completed a Sustainability Plan, and City Council is interested in improving our environmental sustainability as part of their strategic plan. City Council has asked us to look at how we can do this operationally and in a cost effective way while also reaching out to our residents and improving the diversion rates. The City is not sure if we have a lot of money for infrastructure improvements, so we are looking for strategies that will allow us to achieve our goals on a limited budget. Once money generated from our enterprise fund is established, then we will decide what will help us continue to be economically and environmentally sustainable.

Residential interest in composting is primarily through social media, however we don’t know if this is something the majority of the community is interested in. We would like to explore solutions that residents would be interested in and follow guidelines for.
**John Culbertson – What are the expectations for onsite meetings, public meetings, presentations to City Council, and meeting with various stakeholder groups?**

The City anticipates that the consultant will create a survey that we can use to engage our community to achieve understanding of where our residents are at with their desire for us to offer additional waste services and interest in PAYT systems. Presentation to City Council and Sustainability Committee with touch points along the projects duration. We don't anticipate public meetings or engagement outside of that unless that is something recommended by the experts in which we would encourage that to be added in the value add section of the RFP responses.

**Laurie Batchelder Adams - Who do we have contract for recycling processing?**

No organics contract  
Waste Management contract for single stream recyclables - drop off in Commerce City  
  *Charged per ton during tipping  
Republic Services contract for waste stream - drop off at Tower Road location  
  *Annual contract per ton cost for both recycling and regular waste. Recycling contract is flexible depending on what the market price is for the recyclables.

**Scott Pasternak - How much if any is the City aware of what the City of Denver is looking to do in terms of their solid waste and recycling programs and to what extent is that a factor in what Northglenn is seeking to do?**

We don't have a lot of connection with what Denver is doing, we are a member of a regional group that discuss regional issues. Currently we do not have the facilities to do the organics waste. There is a waste water treatment facility 7 miles north of the city, there were discussions this location could be used for organics treatment. Any additional information known by consultants regarding programs would be beneficial. Staffing and equipment limitations, determine what the City can take on as far as not wanting to overwhelm our own system. Any additional service levels, capital equipment purchases, and employment should be assessed.

**John Culbertson - Has the City done any previous formal cost or rate studies?**

The City conducted a rate study about 5 years ago and implemented an increase in our regular trash cost. The City went from $12.25 to $16 a month. This flat rate covers waste and recycling, residents buy their own carts, approximately $60 a cart and each cart comes with a 10 year warranty. Recycling carts are free. The study was strictly for solid waste and did not include recycling. The City wanted to determine that capital equipment, tip fees, and other associated costs were covered as there had not been a rate increase in some time.
Laurie Batchelder Adams - Any insight on what made the City go from a request for quotes to a request for proposals?

The City decided to go out to a formal RFP because the quotes provided by consultants that were received were right around the amount that would require use to go out to a formal RFP process. Most of the quotes were above or at that amount limit and through negotiations could have gone over the specified amount, therefore we decided to go through the formal RFP process.

**The RFP mentions an appended statement of qualifications – does the city have any requirements of limitations (page or otherwise) for this attachment?**

There is not a page limitation on the appendices - the City is just looking for why you as a consultant are qualified for this project.

**The RFP states that the cover letter will not be counted in the 10-page submittal – will the 2-page Proposal Form & Exhibit B compensation form also be excluded from this count?**

Yes

**The RFP also mentions the option of appending 2 pages of value-added services – how are you defining that term? Are these intended to include additional services the consultant could provide that are NOT included in the Project Approach or Exhibit B form?**

The value add section of the RFP is for consultants to address anything additional that the City may have not included in the RFP, that you as the experts feel should be included and negotiate in the contract phase.

Scott Pasternak - Could you provide more information on current billing structure in the City of Northglenn?

Currently our billing is done through our water bill system and it is a single cost, and residents buy additional bins. The City wants to explore options that gets away from selling bins and make that part of the larger billing system given to residents. All billing would include all waste costs associated. With that, we ask the consultants to provide more information on how the City can make amends to residents that currently own bins. The City has thought that a prorated buy back system could work, however record are also in question as to how long residents have been under their 10 year warranty.
Christina Siebert - Exhibit A, Section V in Project Approach / Methodology - the final sentence appears to be missing a word/part of a phrase between the 2 words I have underlined, can you clarify if so? “This section will outline the respondents and provide respondents with an opportunity to differentiate themselves through unique proposed techniques.”

“This section will outline the respondents and provide respondents with an opportunity to differentiate themselves through unique proposed techniques.”

When do current contracts for disposal and recycling processing terminate? Can copies of the contracts be provided?

Please see attached.

Please provide a copy of any cost analyses that have been performed to support current rates or rate adjustments.

Rate increase took effect in January 2017.
• Monthly fee: From $12.25/mo to $16/mo
• Roll-off rental: From $180 to $257
• 3rd special pick up request in same calendar year: From $7 to $100
• Pick up of second same-type major appliance in same calendar year: From $10 to $65

Please see attached Excel workbook that was put together for the 2016 Trash Fee Survey.

Exhibit A, Section IV.B.e.iv (Curbside Composting Collection) references cost neutrality of a composting program. Please clarify what is meant by “cost neutral” in this scope item.

We would like to know if and how it would be possible to maintain cost neutrality if we included composting collection curbside. How many residents would need to agree into the collection? What would the cost be to residents? Frequency and method of curbside collection on the city side?
A RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND WASTE MANAGEMENT OF COLORADO, INC. FOR CALENDAR YEAR 2020 SINGLE STREAM RECYCLING SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Service Agreement between the City of Northglenn and Waste Management of Colorado, Inc., attached hereto, for calendar year 2020 single stream recycling services, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this 25\textsuperscript{th} day of November, 2019.

ANTONIO B. ESQUIBEL
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney
SERVICE AGREEMENT SINGLE STREAM RECYCLING

THIS AGREEMENT is made and entered into this 25th day of November, 2019, by and between the City of Northglenn (hereinafter referred to as “Northglenn”) Waste Management of Colorado, Inc. (hereinafter referred to as “Service Provider”), or jointly known as the "Parties".

WITNESSETH:

WHEREAS, Northglenn requires Recycling Services (hereinafter referred to as “Project”); and

WHEREAS, Service Provider has held itself out to Northglenn as having the requisite expertise and experience to perform the required Services for the Project.

NOW, THEREFORE, for and in consideration of the promises and covenants herein appearing, the Parties agree as follows:

I. SERVICE PROVIDER’S SCOPE OF WORK

Service Provider agrees that it will furnish all of the labor, supplies and materials, equipment and any other facilities or resources required to perform and complete the Services described in the attached Exhibit “A”. These Services are hereinafter referred to in this Agreement as the “Service Provider’s Scope of Services”, or the “Services”. The Agreement Documents consist of:

1. This Agreement; and
2. Approved Amendments to this Agreement

In the event there is a conflict between any of the above listed documents, the provision of the document with the most current Approved Amendments shall govern over the original Agreement.

II. COMPENSATION

In consideration for the recyclable materials delivered to the Service Provider, Northglenn will be paid by the Service Provider for the actual number of tons of recyclables multiplied by the indicated per ton rate in accordance with the Schedule of Compensation in Exhibit “B” attached hereto and incorporated by reference herein. A detailed monthly report shall be rendered by Service Provider, thirty (30) Calendar Days after date of receipt of delivered materials by Northglenn.

Rates for the subsequent renewal terms shall be negotiated and agreed upon by the Parties prior to the beginning of each such renewal term.

III. CHANGES IN SERVICE PROVIDER’S SCOPE OF SERVICES

A. Change in the Service Provider’s Scope of Services shall constitute any change or Amendment of Services which is different from or additional to the Scope of Services specified in Exhibit “A” of this Agreement. No such change shall be made unless authorized by written amendment executed by the Northglenn City Manager (Manager) or his designee. Except as expressly provided herein, no agent, employee, or representative of Northglenn will
have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

IV. PROFESSIONAL RESPONSIBILITY

Service Provider shall faithfully perform the Services required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform Services of a similar nature to the Services described in this Agreement.

V. COMPLIANCE WITH ALL LAWS AND REGULATIONS

A. All of the Services performed under this Agreement by Service Provider shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of Northglenn.

B. Pursuant to Colorado Law, a Service Provider whose performance of Services involves provision of a service and not provision of a specific end product shall by signature and attestation below certify to the following:

1. Service Provider, as of the date of this Agreement or order, shall not knowingly employ or contract with an illegal alien who will perform Services under this Agreement.

2. Service Provider shall participate in either the E-Verify Program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its Department of Labor and Employment (the "Department") pursuant to successor program, or the Department Program, which is the employment verification program established by the Colorado Section 8-17.5-102 (5) C.R.S.

3. Service Provider has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement through participation in either the E-Verify Program or the Department Program.

4. Service Provider shall not enter into a contract with a subcontractor that fails to certify to Service Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement.

5. Service Provider shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

6. If Service Provider obtains actual knowledge that a subcontractor performing Services under this Agreement employs or contracts with an illegal alien, Service Provider shall:

   a. Notify the subcontractor and Northglenn within three (3) Calendar Days that Service Provider has actual knowledge that the subcontractor is
employing or contracting with an illegal alien; and

b. Terminate the subcontract with the subcontractor if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Service Provider shall not terminate the subcontract with the subcontractor if during such three (3) Calendar Days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

7. Service Provider shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by Colorado Law.

8. If Service Provider violates any provision of this certification, Northglenn may terminate this Agreement for breach of Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to Northglenn.

9. The Service Provider's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over this Agreement shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though herein written out in full.

VI. INDEMNIFICATION

Service Provider agrees to save, defend, indemnify, and hold harmless Northglenn, and its officers, agents, and employees, from and against all liability, claims, judgments, suits, demands for damages to persons or property with respect to the general and auto liability coverages specified herein which arise out of, result from, or are in any manner connected with the Services to be performed under this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent acts, errors, or omissions of Service Provider, any subcontractor of Service Provider, or any officer, employee, or agent of Service Provider.

With respect to the general and auto liability coverages specified herein, Service Provider shall defend any and all claims or suits which may be brought or threatened against Northglenn and will pay on behalf of Northglenn any expenses incurred by reason of such claims including, but not limited to, court costs and reasonable attorneys fees incurred in defending or investigating such claims. Such payments on behalf of Northglenn shall be in addition to any and all other legal remedies available to Northglenn and shall not be considered Northglenn's exclusive remedy.

Service Provider's duty to indemnify Northglenn shall arise at the time written notice of a claim is first provided to Northglenn regardless of whether claimant has filed suit on the claim. Service Provider's indemnification obligation shall include, but not be limited to, any claim made against Northglenn by (1) Service Provider's employee or subcontractor who has been injured on property owned by Northglenn, (2) a third party claiming patent, copyright, or trademark infringement.
VII. INSURANCE

A. The Service Provider agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:


2. Commercial General Liability Insurance (MINIMUM LIMITS)

   (1) Each Occurrence $1,000,000
   (2) Products/Completed Operations Aggregate $1,000,000
   (3) Personal and Advertising Injury $1,000,000
   (4) General Aggregate $1,000,000

The policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of (1) premises-operations; (2) products and completed operations including materials designed, furnished, and/or modified in any way by Service Provider; (3) independent subcontractors; (4) contractual liability risk covering the indemnity obligations set forth in this Agreement; and, (5) where applicable, liability resulting from explosion, collapse, or underground exposures.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of the Service Provider’s operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.

4. Other insurance with varying limits which from time to time may reasonably be required by the mutual Agreement of Northglenn and Service Provider against other insurable hazards relating to the Services to be done.

B. Service Provider shall procure and maintain and shall cause any subcontractor of the Service Provider to procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Northglenn. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Service Provider pursuant to Section A of this Clause. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. The Service Provider shall name Northglenn, its officers, agents, and employees as additional insureds with respect to the extent of indemnification provided in Article VI. A
Certificate of Insurance shall be completed and forwarded along with the Additional Insured Endorsement to Northglenn by the Service Provider's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Northglenn prior to commencement of any services under this Agreement. Certificate(s) shall provide that the coverages afforded under the policies shall not be canceled, terminated, or materially changed until at least thirty (30) Calendar Days prior written notice has been given to Northglenn. The completed Certificate of Insurance and Additional Insured Endorsement shall be sent to:

City of Northglenn:
Attn: Johanna Small, City Clerk
11701 Community Center Dr.
Northglenn, CO 80233

D. Failure on the part of the Service Provider or subcontractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement upon which Northglenn may immediately terminate this Agreement, or at its discretion, Northglenn may procure, or renew any such policy, or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by Northglenn shall be repaid by Service Provider to Northglenn upon demand, or Northglenn may offset the cost of the premiums against any monies due to Service Provider from Northglenn.

E. Northglenn reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Service Provider agrees to execute any and all documents necessary to allow Northglenn access to any and all insurance policies and endorsements pertaining to this particular Project.

F. Every policy required above shall be primary insurance and any insurance carried by Northglenn, its officers, or its employees shall be excess and not contributory insurance to that provided by the Service Provider. The Service Provider shall be solely responsible for any deductible losses under the policies required above.

G. Service Provider shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

H. The Parties hereto understand and agree that Northglenn, 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 from time to time amended, or otherwise available to Northglenn, its agents, officers, or employees.

VIII. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the Parties that the status of the Service Provider shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that the Service Provider is an employee or officer of Northglenn for any purpose whatsoever.
Without limiting the foregoing, the Parties hereby specifically acknowledge that the Service Provider is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Service Provider or some other entity besides Northglenn, that the Service Provider is not entitled to Workers' Compensation benefits from Northglenn and that the Service Provider is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. The Parties further acknowledge that the provisions of this paragraph are consistent with the Service Provider's insurance obligations which are set forth in this Agreement.

IX. TERMINATION

This Agreement shall terminate on December 31, 2020, or upon Northglenn providing Service Provider with thirty (30) Calendar Days advance written notice, whichever occurs first, unless otherwise provided herein. In the event this Agreement is terminated by Northglenn's issuance of said written Notice of Intent to Terminate, Service Provider shall pay Northglenn for all recyclable materials previously delivered prior to the date of the Notice of Termination. If, however, Service Provider has substantially or materially breached the standards and terms of this Agreement, Northglenn shall have any remedy or right of set-off available at law and equity. Notwithstanding the foregoing, Northglenn, at its sole option, may renew this Agreement for up to five (5) additional one (1) years terms from the date of the original contract of January 2014. The rates shall remain fixed for the initial term. Rates for the subsequent renewal terms shall be negotiated and agreed upon by the Parties prior to the beginning of each such renewal term.

X. AGREEMENT MADE IN COLORADO 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 the County of Adams, State of Colorado.

XI. ENTIRE AGREEMENT

The Parties acknowledge and agree that the provisions contained herein constitute this entire Agreement and that all representations made by any officer, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement, except those which are expressly reserved herein to the Manager or his designee, shall be valid unless they are contained in an instrument which is executed by all the Parties with the same formality as this Agreement.

XII. ASSIGNMENT

Service Provider agrees not to assign, pledge, or transfer its duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of the City.

XIII. NO WAIVER OF RIGHTS

No assent, expressed or implied, to any breach of any one (1) or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by Northglenn a waiver of any subsequent breach of such terms and conditions.

XIV. INSPECTION OF RECORDS
In connection with the Services performed hereunder, Northglenn and any of their duly authorized representatives shall have access to all of Service Provider's non-proprietary books, documents, papers, and any other records of Service Provider which relate to the Services. Service Provider further agrees that such records shall contain information concerning the personnel who performed the Services, the specific tasks they performed and the hours they worked. Service Provider shall retain these records for three (3) years after the termination date of this Agreement.

XV. CONFLICT OF INTEREST

Service Provider agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. Service Provider represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or Services of Service Provider by placing Service Provider's own interests, or the interest of any party with whom Service Provider has a contractual arrangement, in conflict with those of Northglenn. Northglenn, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Service Provider written notice which describes the conflict. Service Provider shall have twenty (20) Calendar Days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to Northglenn.

XVI. COORDINATION OF SERVICES

Service Provider shall fully coordinate its Services with other service providers, contractors, or other entities performing work which interfaces with or is affected in any way by Service Provider's Services, and with any interested City or other governmental agencies.

XVII. NON-DISCRIMINATION

Service Provider, its agents, employees, and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or mental or physical disability in any policy or practice.

XVIII. ADVERTISING AND PUBLIC DISCLOSURES

Service Provider shall not include any reference to this Agreement or to Services performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager or his designee.

XIX. TIME IS OF THE ESSENCE

The Parties agree that in the performance of the terms and requirements of this Agreement by Service Provider that time is of the essence.

XX. INUREMENT

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
XXI. HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

XXII. JOINT VENTURE (IF SUCCESSFUL PROPOSER IS A JOINT VENTURE)

The participants in this Joint Venture shall be jointly and severally liable to Northglenn for the performance of all duties and obligations of Service Provider which are set forth in this Agreement.

XXIII. NORTHGLENN EXECUTION OF CONTRACT

This Agreement is expressly subject to and will not become effective or binding on Northglenn until it is fully approved and executed by Northglenn.

XXIV. TAXES AND LICENSES

Service Provider shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to Services which it performs under this Agreement, and shall take out and keep current all required municipal, county, state, or federal licenses required to perform these Services. Service Provider shall furnish Northglenn, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Service Provider shall promptly pay, when due, all bills, debts, and obligations it incurs performing Services under this Agreement and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Northglenn.

XXV. SEVERABILITY

In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

XXVI. NO THIRD PARTY BENEFICIARIES

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Northglenn and Service Provider and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Northglenn and Service Provider that subcontractors and any other persons other than Northglenn or Service Provider receiving any benefits from this Agreement shall be deemed to be incidental beneficiaries only.
XXVII. NOTICE

Any notice or communication between Service Provider and Northglenn which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class, United States mail, addressed as follows:

**NORTHGLENN:**
City of Northglenn  
Attn: Heather Geyer.  
City Manager  
11701 Community Center Dr.  
Northglenn, CO 80233

**SERVICE PROVIDER:**
Mark Snedecor  
Director of Recycling  
Waste Management  
5395 Franklin St.  
Denver, CO 80216
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: Antonio B. Esquibel, Mayor  Date: 11/25/19

ATTEST:  Johanna Small, CMC  Date: 11/25/2019
City Clerk

APPROVED AS TO FORM:  
Corey Y. Hoffmann  Date: 11/25/19
City Attorney

SERVICE PROVIDER:

By:  
Its: Director

STATE OF COLORADO  )
COUNTY OF Adams  ) ss.

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20th day of November, 2019 by Mark Snedecor as the Director of Recycling of waste management. My commission expires: 03-08-2021

(SEAL)

TRACEY L. BOWLDS  
Notary Public  
State of Colorado  
Notary ID # 20174010282  
My Commission Expires 03-08-2021

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EXHIBIT "A"

SERVICE PROVIDER’S SCOPE OF SERVICES

Service Provider shall supply Recycling Services for all approved recyclable materials delivered from Northglenn’s residential single stream recycling program.

Northglenn’s Requirements:

1. Delivery: The Service Provider shall provide recycling services for Northglenn residential single stream recycling materials which are delivered to the Service Provider’s facility by Northglenn.

2. Quantity and Quality of Delivered Single Stream: During the term of the Agreement, Provider shall be the exclusive provider of the services set forth below and Northglenn agrees to provide one hundred percent (100%) of Northglenn’s single stream recyclable (“Recyclables”). Northglenn represents and warrants that it shall provide and deliver Recyclables in accordance with Provider’s specifications set forth in Exhibit C (also “Specifications”). In the event the Recyclables do not meet Specifications, Northglenn shall have the sole responsibility for any resulting settlement or adjustments. Recyclables specifically exclude, and Northglenn agrees not to deposit or permit for the deposit for collection of any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state or local laws or regulations, or other waste not approved in writing by Provider (collectively “Excluded Materials”). Title to and liability for Excluded Materials shall remain with Northglenn at all times. Title to Recyclables provided by Northglenn to Provider is transferred to Provider upon Provider’s receipt or collection unless otherwise provided in this agreement or applicable law.

Service Provider’s Requirements:

3. Gate Receipt: Service Provider shall supply a receipt to the driver for each load delivered. The receipt shall include the following information:
   - Date;
   - Time;
   - Truck/vehicle unit number;
   - Net (empty) weight (if applicable);
   - Gross (loaded) weight;
   - Northglenn’s driver’s signature.

4. Location: The Service Provider’s recycling facility which is available for use under this Agreement is as follows:
   - 5395 Franklin Street, Denver, Colorado, 80216
EXHIBIT “B”

SCHEDULE OF PAYMENT

Per ton pricing for Northglenn’s residential single stream recyclable material delivered to Franklin St MRF:

Composite ton breakdown adjusted quarterly based on audits completed by Service Provider

Non-fixed price per ton, to be adjusted monthly: See example calculation below

Frequency of how often the index is adjusted: Monthly

Indexes to which pricing is tied: Pulp and Paper Week (PPI) & Recyclingmarkets.net (SecondaryMaterialsPricing.com)

Northglenn acknowledges that the value of the recyclable material may be negative, and result in a tip fee.

Example of Rebate Calculation based on October 2019 values:

<table>
<thead>
<tr>
<th>Publication</th>
<th>Market</th>
<th>Grade</th>
<th>Price (High)</th>
<th>Percentage</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pulp &amp; Paper (OBM)</td>
<td>Southwest/LA</td>
<td>Resi Fiber # 56</td>
<td>$10</td>
<td>11.05%</td>
<td>$1.10</td>
</tr>
<tr>
<td>Pulp &amp; Paper (OBM)</td>
<td>Southwest/LA</td>
<td>OCC # 11</td>
<td>$30</td>
<td>28.63%</td>
<td>$8.59</td>
</tr>
<tr>
<td>Pulp &amp; Paper (OBM)</td>
<td>Southwest/LA</td>
<td>Mixed Paper # 54</td>
<td>($10)</td>
<td>17.81%</td>
<td>($1.78)</td>
</tr>
<tr>
<td>Recyclingmarkets.net (SMP)</td>
<td>Houston/PNW</td>
<td>Mixed HDPE</td>
<td>$220</td>
<td>1.69%</td>
<td>$3.72</td>
</tr>
<tr>
<td>Recyclingmarkets.net (SMP)</td>
<td>Houston/PNW</td>
<td>PET</td>
<td>$120</td>
<td>2.68%</td>
<td>$3.22</td>
</tr>
<tr>
<td>Recyclingmarkets.net (SMP)</td>
<td>Houston/PNW</td>
<td>Steel/Tin</td>
<td>$25</td>
<td>1.64%</td>
<td>$0.41</td>
</tr>
<tr>
<td>Actual</td>
<td>Actual</td>
<td>Aluminum</td>
<td>$1,080</td>
<td>1.22%</td>
<td>$13.13</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Plastic 3-7</td>
<td>($38)</td>
<td>1.71%</td>
<td>($0.65)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 mix Glass</td>
<td>($5)</td>
<td>19.07%</td>
<td>($0.95)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Residue</td>
<td>($38)</td>
<td>14.50%</td>
<td>($5.51)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>100.00%</td>
<td></td>
<td>$21.28</td>
</tr>
</tbody>
</table>

> The index prices and rebate will be adjusted on a monthly basis.
> If above indexes do not reasonably reflect actual market conditions, actual sales price for the grade may be utilized
> The stream composition will be adjusted on a quarterly basis.

Rebate/Tip Fee Calculation

| Material Sales Value | $21.28 |
| Less base fee        | $(85.00) |
| Available Commodity Value | $(63.72) |

Customer rebate % (if positive) 50.0%

Customer Rebate/(Tip Fee) per Ton $(63.72)

Excess Contamination Charge $(5.00)

Total Customer Rebate/(Tip Fee) per Ton $(68.72)
DATE: November 25, 2019

TO: Honorable Mayor Antonio B. Esquibel and City Council Members

THROUGH: Heather Geyer, City Manager

FROM: Kent Kisselman, PE – Director of Public Works


PURPOSE
City Council is considering CR-136, a resolution to approve a contract to provide residential recycling services for 2020.

BACKGROUND
The cities of Northglenn and Thornton have partnered on competitive bids for single stream recycling services for the last few years. This method has proven to be advantageous to both cities in terms of favorable pricing and contract efficiency. On December 6, 2012, the city of Thornton received two bids for 2013 Single Stream Recycling Services (Thornton 232-12 RFP). Waste Management and Alpine Waste and Recycling, both located in Denver, submitted bids. Waste Management was the selected service provider with a 10 year renewal option.

Waste Management offered a variable rate per ton for the calendar year 2020. Waste Management is not offering a fixed rate for 2020 because of price volatility in the commodity markets. Waste Management added a $5/ton Excess Contamination Charge, which is necessary due to the increased quality requirements from China that have affected the entire industry.

STAFF RECOMMENDATION
Attached to this memorandum is CR-136, a resolution that, if approved, would authorize the Mayor to execute a contract between the City of Northglenn and Waste Management, Inc. for 2020 recycling services in an amount not to exceed $108,000. Staff recommends approval of CR-136.

BUDGET/ TIME IMPLICATIONS
The City has placed an emphasis on recycling and has increased recycling over the past three years. Anticipated recycling revenue will vary with commodity pricing.

Revenues since 2015 are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Recycling Tons</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>1,775</td>
<td>-$184</td>
</tr>
<tr>
<td>2016</td>
<td>1,817</td>
<td>-$9,406</td>
</tr>
<tr>
<td>2017</td>
<td>1,833</td>
<td>$13,788</td>
</tr>
<tr>
<td>2018</td>
<td>1,728</td>
<td>-$34,663</td>
</tr>
<tr>
<td>2019 thru Oct. 31</td>
<td>1425</td>
<td>-$78,433</td>
</tr>
</tbody>
</table>
STAFF REFERENCE
If Council members have any comments or questions they may contact Kent Kisselman, 303.450.4005, or kkisselman@northglenn.org.
A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHLAND AND ALLIED WASTE/REPUBLIC SERVICES FOR CALENDAR YEAR 2020 LANDFILL SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLEN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Allied Waste/Republic Services, attached hereto, in an amount not to exceed $200,000 for landfill services for calendar year 2020 is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this 16th day of December, 2019.

MEREDITH LEIGHTY
Mayor

ATTEST:

Johanna Small, CMC
City Clerk

APPROVED AS TO FORM:

Cory Y. Hoffmann
City Attorney
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 16th day of December, 2019, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Allied Waste/Republic Services (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires professional services.

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from Exhibit A which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Contractor's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Contractor, the City shall pay Contractor an amount not to exceed two hundred thousand dollars ($200,000.00). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice...
on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt of the City of Contractor’s certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

F. The billable rates shall remain fixed for, at a minimum, the initial twenty four-month term ("First Term"). Service Provider may request an increase to the Billable Rate after the First Term and any subsequent Term provided Service Provider give Northglenn written notice a minimum of sixty (60) Calendar Days before the upcoming term.

G. Under no circumstances shall any billable rate increase exceed the inflation rate as defined by the current Denver Boulder Greeley CPI and published by the Bureau of Labor Statistics, or by a 3% minimum Price increase or by whichever is greater in years 3-10 of the agreement, or as agreed to in writing by Northglenn. The revised Billable Rate shall only be effective by written Amendment of this Agreement executed by Northglenn.

V. TERMS AND CONDITIONS

A. Commencement Date, Term

1. This Agreement shall commence on January 1, 2019, and terminate on December 31, 2020, or upon Northglenn providing Service Provider with seven (7) Calendar Days advance written notice, whichever occurs first.

2. Unless terminated earlier in accordance with this Agreement, Northglenn, in its sole discretion, may renew this Agreement for up to eight (8) additional one year terms.

3. Notwithstanding the foregoing, if Notice to Proceed for Services has been issued by Northglenn to Service Provider and the Services will not be completed by the date this Agreement terminates, and Northglenn desires Service Provider to complete the Services, the terms and conditions of this Agreement shall survive the termination date and continue until the Services
are completed to Northglenn's satisfaction.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

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

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:
1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
   a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and
   b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. If Contractor does not currently employ any employees, Contractor shall sign the NO Employee Affidavit attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

A. INDEMNIFICATION - GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees,
agents or subcontractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subcontractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION - COSTS: Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

X. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section IX. above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars ($500,000) each incident, five hundred thousand dollars ($500,000) disease - policy limit, and five hundred thousand dollars ($500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars ($1,000,000) each occurrence and two million dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance on projects over $1,000,000 with minimum limits of six hundred thousand dollars ($600,000) each claim and one million dollars ($1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Contractor's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Terrie Pineda
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees,
X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City’s providing Contractor with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City’s issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City’s sole risk, unless otherwise consented to by Contractor.

XIII. CONFLICT OF INTEREST

The Contractor shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

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

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.
XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XIX. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

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

Contractor:  
Allied Waste / Republic Services

8480 Tower Rd.

Commerce City, CO 80022  Attn: GM
IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: Meredith Leighty [signature]
Print Name: Meredith Leighty
Name: Meredith Leighty
Date: 12/17/19
Mayor

ATTEST:
Johanna Small, CMC
City Clerk
Date: 12/11/19

APPROVED AS TO FORM:
Corey Y. Hoffmann
City Attorney
Date: 12/17/19

CONTRACTOR:
Steve Dorus
Print Name: Steve Dorus
Title: General Manager
Date: 11/27/19

ATTEST:
Bill Dales
Print Name: Bill Dales
Title: Finance Manager
Date: 11/27/19

Page 9 of 9
EXHIBIT A

SERVICE PROVIDER'S SCOPE OF SERVICES

Service Provider shall supply Landfill Services for all refuse collected from Thornton's and Northglenn's residential trash pickup programs. Additionally, Service Provider shall accept refuse from the Cities' Resident Landfill Days.

Thornton's and Northglenn's Requirements:

1. **Delivery:** The Service Provider shall provide landfill services for Thornton and Northglenn residential loads, which are delivered by 28 yard sized side loaders, 24 yard sized grappler trucks, and/or 28 yard sized roll-off trucks.

2. **Gate Receipt:** Service Provider shall supply a gate receipt to the driver for each load delivered. The landfill gate receipt shall include the following information:
   - Date;
   - Time;
   - Truck/vehicle unit number;
   - Net (empty) weight (if applicable);
   - Gross (loaded) weight;
   - Total disposal fee; and
   - Thornton's driver's signature.

3. **Resident Landfill Days** - A follow-up report that includes a vehicle count shall be delivered to Thornton and Northglenn within one (1) week after each Resident Landfill Day.

4. **Location:** All landfills and/or disposal facilities which are available for use under this Agreement are as follows:

   8480 Tower Rd., Commerce City, CO 80022
   (Street Address, City, State, Zip Code)

   8900 Hwy 93, Golden, CO 80403
   (Street Address, City, State, Zip Code)

5. **Holiday Hours:** The landfill shall be open during reasonable business hours (at a minimum Monday through Friday 7:00 a.m. to 5:00 p.m.), including the following holidays, Martin Luther King Day, Presidents' Day, Independence Day, and Veterans' Day.

6. **Billing:** The Service Provider shall invoice on a regular basis. The Service Provider shall provide separate invoices for each separate Purchase Order issued by Thornton and Northglenn, as per the pricing structure awarded, and to location/address designated on each order. Any discrepancies in billing shall be remedied by the Service Provider in a timely and professional manner. Invoices shall be itemized as directed by Thornton and Northglenn.
7. **Emergencies:** In case of an accident or emergency involving Thornton’s or Northglenn’s collection vehicles and/or employees at the landfill, the Service Provider shall contact and/or notify Thornton’s Project Manager or Northglenn’s Project Manager within one (1) hour of the incident, and may be required to assist in participating in Thornton’s accident/emergency investigation.

Service Provider shall supply Landfill Services for all refuse collected from Thornton’s and Northglenn’s residential trash pickup program. Additionally, Service Provider shall accept refuse from the Cities’ Resident Landfill Days.
EXHIBIT B
SCHEDULE OF CHARGES

Primary Service Provider

Per ton pricing on 100% of Thornton’s and Northglenn’s combined refuse

| Price per ton for all loads including all applicable taxes and charges | $..... 13.70 ...........ton |

Per ton pricing on 100% of Thornton’s refuse

| Price per ton for all loads including all applicable taxes and charges | $..... 13.70 ...... /ton |

Per ton pricing on 100% of Northglenn’s refuse

| Price per ton for all loads including all applicable taxes and charges | $..... 13.70 ...... /ton |

Price for mattress and/or box spring (foundation box): $30.00

Service Provider reserves the right to pass through any rate adjustments required by the CDPHE/HSRF Fee (State Fee) based on future increases. The 2020 Fee is $1.67/ton and is included in the prices listed above.
Contract # 2019-023 Revised

PROSPECTIVE CONTRACTOR’S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Allied Waste Republic Services
(Prospective Contractor)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name Landfill Services

Bid Number Project No. 2019-023

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 27th day of November, 2019.

Prospective Contractor Allied Waste Republic Services

By: ____________________________

Title: General Manager
Contract # 2019-023 Revised

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

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

2. Check one.

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

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

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

OR

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

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

Signature ___________________________ Date ___________________________
DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Steven Derus, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

[Signature]

Date

STATE OF COLORADO
COUNTY OF Adams

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27th day of November, 2019, by Steven Derus as General Manager of the Tower landfill.

My commission expires: 2/5/23

(S E A L)

LAUREN J BARAJAS
Notary Public
State of Colorado
Notary ID #20194004833
My Commission Expires 02-05-2023
<table>
<thead>
<tr>
<th></th>
<th>Northglenn</th>
<th>Thornton</th>
<th>Loveland</th>
<th>Longmont</th>
<th>Louisville</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Monthly fee for 3 96g trash and 1 recycle cart</strong></td>
<td>$12.25</td>
<td>$25.20</td>
<td>$61.25</td>
<td>$45.71</td>
<td>($70.16)</td>
</tr>
<tr>
<td><strong>Curbside Trash Service</strong></td>
<td>Up to three 64g or 96g carts, purchased by resident. PAYT</td>
<td>PAYT</td>
<td>PAYT</td>
<td>PAYT (2017 rates)</td>
<td>PAYT (Western, billed through city).</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>Flat rate $12.25/mo 64g purchase price: $58 96g purchase price: $60 Driver will allow resident to refill carts one time to dispose of occasional extra trash, N/C. $10 to pick up trash on non-scheduled trash day.</td>
<td>1-96g cart: $13.50/mo 2-96g cart: $16.00/mo 3-96g cart: $25.20/mo 4-96g cart: $34.40/mo Changes made after initial delivery are charged an admin fee. $6.50 per occurrence to pick up trash on non-scheduled trash day.</td>
<td>Base fee $7.25/mo 17g cart: $3/mo 35g cart: $6/mo 65g cart: $12/mo 95g cart: $18/mo Extra trash bags: $1.75 ea (must affix stamp, which is purchased @ grocery store)</td>
<td>Base fee $2.96/mo 48g cart: $10.42/mo ($12.90) 96g cart: $15.27/mo ($24.00) Add'l 48g: $9.38/mo (11.61) Add'l 96g: $13.74/mo (21.60) New in 2017 24g virtual cart: $6.50/mo (48g cart picked up every other week)</td>
<td>Trash &amp; Compost carts 32g / 32g: $14.67 32g / 64g: $18.29 32g / 96g: $21.91 64g / 32g: $23.20 64g / 64g: $26.64 64g / 96g: $30.26 96g / 32g: $31.37 96g / 64g: $34.99 96g / 96g: $38.61 Compost carts picked up every other week, alternating with recycling. Add'l T/C carts $2.50 mo. Extra T/C bags: $3.35 ea (must affix sticker which is purchased at city hall/rec ctr)</td>
</tr>
<tr>
<td><strong>Curbside Recycling</strong></td>
<td>Single Stream 96g collected every other week. Add'l carts provided as needed.</td>
<td>Single Stream 96g collected semi-monthly.</td>
<td>Single Stream 95g collected every other week.</td>
<td>Single Stream 96g collected every other week.</td>
<td>Single Stream 32g 64g 96g collected every other week.</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
</tr>
<tr>
<td><strong>Drop Off Recycling</strong></td>
<td>2 locations, open to general public</td>
<td>5 locations, open to general public</td>
<td>Loveland Recycle Center, residents only (items must be separated)</td>
<td>Waste Diversion Center, residents only</td>
<td>Boulder County Recycling Center, 24/7</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
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<tr>
<td><strong>Bulk Item disposal</strong></td>
<td>Curbside: Special Pick-Up on trash day (by appt). Up to 10 items.</td>
<td>Click n Haul (curbside by appt) No tires</td>
<td><strong>Drop-off:</strong> 1x yr at Loveland Recycling Ctr, limit 2.7 CY <strong>Curbside:</strong> By appt</td>
<td>Curbside by appt No car parts</td>
<td><strong>Drop-off:</strong> Western public disposal site in Boulder. <strong>Curbside:</strong> 1 item picked up quarterly on trash day, scheduled in advance.</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>Free 2x yr.</td>
<td>Up to 6 CY: $65 Up to 12 CY: $109 Up to 18 CY: $163 Up to 24 CY: $235</td>
<td><strong>Drop-off:</strong> Free (voucher req’d) Freon $15, tires $2-$30 each depending on size. <strong>Curbside per item:</strong> Sofa $20, Mattress $10, appliance $20, Freon $15</td>
<td>$60 for 2 items, $15 for one add’l item.</td>
<td><strong>Drop-off:</strong> Up to 6 CY $37-$106, depending on vehicle. Over 6 CY: charged by ton and type of material, $91-$110/ton <strong>Curbside:</strong> N/C (fee for Freon)</td>
</tr>
<tr>
<td><strong>Yard Waste Disposal</strong></td>
<td>Drop-off: Every Fri year round, Every Sat Apr-Nov, 1st Sat of month Dec-March. Trees (branches/stumps), leaves, grass clippings.</td>
<td>Drop-off: Apr-Sept, 1 day per month, 4 hrs. Branches only, up to 8&quot; diameter.</td>
<td><strong>Drop-off:</strong> Recycle Center, incl raw wood (particle board, plywood,pallets). <strong>Curbside:</strong> 95g cart provided from 3/28-12/1.</td>
<td><strong>Drop-off:</strong> Waste Diversion Center (no tree stumps) <strong>Curbside 2x/yr:</strong> Fall Leaf collection* (1 day in Nov) and Spring Branch collection (1 day in April)</td>
<td><strong>Drop-off:</strong> Branch Recycle Site, 1st weekend of each month, Sat &amp; Sun 8-4. Trees and shrubs only. <strong>Curbside:</strong> Part of composting program.</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td><strong>Drop-off:</strong> N/C <strong>Curbside:</strong> Fees included in trash/compost service Annual Free Mulch Give-Away event</td>
</tr>
<tr>
<td><strong>Free landfill days</strong></td>
<td>2 free days per year, up to 5 CY. Vest provided by city.</td>
<td>4 free days per year, car or pick-up load only.</td>
<td>No</td>
<td>4 free days per year, 1 level pick-up truck load.</td>
<td>No</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
</tr>
<tr>
<td><strong>Roll-off rentals</strong></td>
<td>3 day rental</td>
<td>no</td>
<td>30 day rentals</td>
<td>7 day rental</td>
<td>30 day rentals through Western Disposal</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>20 or 30 CY: $180</td>
<td>2 CY: $120</td>
<td>3 CY: $180</td>
<td>4 CY: $165</td>
<td>4 CY - 30 CY Delivery fees: $110 - $120 Dump fees: $165 - $370</td>
</tr>
<tr>
<td><strong>Motor oil, antifreeze, car batteries</strong></td>
<td>Curbside pick-up on trash day. Up to 5g and 2 batteries per wk.</td>
<td>Drop-off at IMC (also incl cooking oil)</td>
<td>Drop-off at recycling ctr. (also incl cooking oil)</td>
<td>Drop-off at WDC (no antifreeze, also incl cooking oil)</td>
<td>Boulder County HHW Facility</td>
</tr>
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<tr>
<td><strong>Fee</strong></td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C (paid by taxes)</td>
</tr>
<tr>
<td><strong>HH chemical disposal</strong></td>
<td>no</td>
<td>Adams County chemical waste roundup 2x year.</td>
<td>*Drop-off at Larimer Cnty HHW Ctr, residents only.</td>
<td>Drop-off year round: Boulder County HHW facility</td>
<td>Boulder County HHW Facility</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>$25 contribution</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
<td>N/C (paid by taxes)</td>
</tr>
<tr>
<td><strong>Electronics</strong></td>
<td>1 Electronic Drop-off event (PD &amp; Crimestoppers)</td>
<td>2 Electronic Drop-off Days</td>
<td>Drop-off Recycle Ctr</td>
<td>Hard-To-Recycle Event (3x/yr at WDC)</td>
<td>No City sponsored events. City refers residents to various business that have pick-up/drop-off services.</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>Free for all electronics except: $30 per CRT TV $5 per CRT monitor</td>
<td>$5/vehicle for all electronics and up to 1 TV/monitor. $10 for up to 3 TV/monitors.</td>
<td>Fee for TV/monitor: Tube: $1/inch (diagonal) Flat screen: $0.50/inch Console: $40</td>
<td>Charge for all electronics except CPU's and laptops. TV's: $15 - $45</td>
<td>Various fees</td>
</tr>
<tr>
<td><strong>Christmas Tree</strong></td>
<td>3 drop-off locations during 2 wks after Xmas.</td>
<td>Curbside pick-up first two wks of Jan. Drop-off at IMC one day in Jan.</td>
<td>3 drop-off locations during 12/21 - 1/21.</td>
<td>Drop-off at WDC during holiday season</td>
<td>Curbside pick-up 2x in Jan (on reg compost pick-up day)</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>N/C</td>
<td>N/C</td>
<td>N/C</td>
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</tr>
<tr>
<td><strong>Glass</strong></td>
<td>Single stream cart</td>
<td>Single stream cart</td>
<td>Single stream cart or 5 drop-off locations (b2b)</td>
<td>Single Stream cart</td>
<td>Single Stream cart</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>N/C</td>
<td>N/C</td>
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</tr>
<tr>
<td><strong>Composting</strong></td>
<td>no</td>
<td>no</td>
<td>Part of yard waste program. Collected curbside yard waste is composted by A1 Organics and sold.</td>
<td>96g provided by the city, p/u every other week. 1 yr minimum.</td>
<td>32g, 64g, 96g carts. Bi-weekly pick-up (alternating with recycling)</td>
</tr>
<tr>
<td><strong>Fee</strong></td>
<td>$8/mo from 3/28-12/1</td>
<td>$6.60/mo, $40 termination fee</td>
<td>Fees included with trash service.</td>
<td>* Stormwater sponsors free HHW pick up for senior citizens and disabled in Spring &amp; Fall. Limited to 40 hh’s, must sign-up.</td>
<td>* Free leaf bags provided by WDC, up to 15 per hh, while supplies last. Must be picked up.</td>
</tr>
</tbody>
</table>

By ordinance residents can have a total of 4 carts, as long as 1 of them is a recycle. EX: 3 trash & 1 recycle 2 trash & 2 recycle