



**MEMORANDUM**

TO: Mayor Jones and Members of the Board

FROM: Randi Gallivan, Town Clerk

DATE: March 12, 2020

RE: Service Agreement with Republic Services

**DISCUSSION:**

The service agreement with Republic Services for Solid Waste Trash Removal in Foxfield will expire on April 30, 2020.

The Board may choose to renegotiate the contract with Republic Services or issue a Request for Proposals to all available providers in the region. There are fewer providers now than in 2015, since Waste Connections has bought most of the smaller trash removal companies. The major companies still in existence are Republic Services, Waste Management and Waste Connections.

The Town last did an RFP for this service in 2015. The Town is not required to do an RFP for this service since it is not a public improvement project of over \$5,000, but may choose to do so.

**ATTACHMENTS:**

**Exhibit A:** RFP for Solid Waste Trash Collection 2015

**Exhibit B:** Solid Waste Collection Agreement 2015

**REQUEST FOR PROPOSALS**

Town of Foxfield

for

**Residential Solid Waste, Recycling and  
Yard Debris Collection Program**

## **PART I - INVITATION TO SUBMIT PROPOSALS**

### **Submittal Date and Location:**

Date of Request: January 5, 2015

Due Date for Proposals: January 21, 2015 by 5:00 p.m.

Submit the Proposal electronically to:

[Clerk@TownofFoxfield.com](mailto:Clerk@TownofFoxfield.com)

Additional materials (if necessary) may be sent to:

Town of Foxfield  
Town Clerk  
P.O. Box 461450  
Foxfield, CO 80046

## PART 2 – REQUEST FOR PROPOSALS

- 2.1. The Town of Foxfield, Colorado (the "Town"), is soliciting proposals from qualified disposal companies ("Bidders") for the provision of residential solid waste, recycling and yard debris collection services. The services specified in this Request for Proposal ("RFP") represent a continuation of the current services provided to the residents of the community.
- 2.2. Each base Proposal shall include pricing on a **five (5) year exclusive agreement**.
- 2.3. The successful Bidder shall be required to enter into an agreement with the Town upon terms and conditions consistent with the RFP and the Proposal, and substantially similar to the sample agreement attached to this RFP (the "Agreement" – **Exhibit A**). The Town reserves the right to modify the Agreement prior to execution by both parties provided that any modification shall not materially change the cost or value of the services to be rendered.
- 2.4. Questions may be referred to, and photocopies of this proposal may be obtained from, the [Clerk@TownofFoxfield.com](mailto:Clerk@TownofFoxfield.com).
- 2.5. Proposals shall be submitted electronically to the Town Clerk at [Clerk@TownofFoxfield.com](mailto:Clerk@TownofFoxfield.com) or in a sealed envelope marked, "Town of Foxfield Residential Solid Waste, Recycling and Yard Debris Collection Service," and shall be received in the offices of the Town of Foxfield by 5:00 p.m., January 21, 2015 (the "Deadline").
- 2.6. Town staff will review all Proposals meeting the requirements of this RFP and submit a recommendation to the Town Board. After the Town has selected its first preference, it shall negotiate with that Bidder. If negotiations prove unsuccessful, the Bidder shall be notified that the negotiations are terminated. Negotiations shall then commence with the next preference and the negotiation process shall continue until the Agreement is signed by the Town and the Bidder.
- 2.7. Any Proposal submitted in response to this RFP shall be prepared at the Bidder's sole expense and shall become Town property and therefore, a public record. No Proposal may be withdrawn for a period of sixty (60) days after the Deadline.

## PART 3 – DEFINITIONS

- 3.1. "Proposal" means an unconditional, complete, legible, and properly executed written offer to provide the services requested in the RFP, which offer conforms to and is responsive to the requirements in the RFP, at a stated price or compensation.

- 3.2. "Recyclables" means newspaper, phone books, paper including office paper, junk mail, magazines, and catalogs, paperboard, cardboard, aluminum and steel cans, glass bottles and jars, and plastic food containers and beverage bottles.
- 3.3. "Rubbish" means household waste, garbage, waste matter, ashes, grass clippings, leaves, trees, bush trimmings and Christmas trees, including any recycling program.

#### **PART 4 - INSTRUCTIONS TO BIDDERS**

- 4.1. Proposals shall be clearly marked with the project name, contact person, mailing address, telephone number, and e-mail address of the Bidder.
- 4.2. It is the Bidder's responsibility to ensure that the Proposal is in proper form and in the Town's possession by or before the Deadline. Proposals will not be accepted, opened or considered after the Deadline, and may be disposed of by the Town.
- 4.3. If an error or inconsistency is discovered during or after the Proposal review, the Town reserves the right to determine the source of the error or inconsistency and whether the error or inconsistency is material. Based on the determination, the Town, in its sole reasonable discretion, shall decide whether to accept or reject the Proposal. No advantage shall be given to the Bidder or the Town for manifest clerical errors or inconsistencies in any Proposal, the RFP, or the Agreement. A Bidder shall notify the Town immediately of any error or inconsistency that it becomes aware of.
- 4.4. Any interlineation, alteration, or erasure in a Proposal shall be initialed by the signer of the Proposal. The price of each item shall be stated in numerals and words in the Proposal. In case of a conflict, the words shall control. In the case of a conflict between the indicated sum of any addition of figures and the correct sum, the correct sum shall control.
- 4.5. The Town shall not reimburse any Bidder for any cost incurred in preparing a Proposal or attending equipment demonstrations, inspections, pre-proposal conferences, or interviews.
- 4.6. Any amplification, clarification, explanation, interpretation, correction, or other modification of the RFP shall be made only by written addendum, and a copy of the addendum shall be e-mailed to each person receiving the RFP. The Town is not responsible for any amplification, clarification, explanation, interpretation, correction, or other modification of the RFP not contained in written addenda.
- 4.7. Proposals by corporations shall be executed in the corporate name by the president or a vice-president (or a corporate officer accompanied by evidence of

authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be stated.

Proposals submitted by partnerships shall be executed in the partnership name and signed by a partner, and the legal address of the partnership shall be stated.

Proposals submitted by limited liability companies shall be executed in the company's name and signed by a member, and the legal address of the company shall be stated. A name and title shall be typed or printed below each signature.

4.8. The submission of a Proposal shall be conclusive evidence and a binding acknowledgment that the Bidder:

(1) has no questions, complaints, or objections in connection with the RFP, subject to any requests made by the Bidder for amplification, clarification, explanation, interpretation, or correction;

(2) has no questions, complaints, or objections as to the completeness, sufficiency, scope, or detail of the RFP; and

(3) has full knowledge of the scope, nature, quality, and quantity of the equipment to be provided, the performance criteria, the requirements of the RFP, the site and conditions of delivery, the Town of Foxfield Code, and other applicable law.

4.9 The Town reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Proposal to establish the experience, responsibility, reliability, references, reputation, qualifications, and financial ability of any Bidder, manufacturer or supplier. The purpose of such investigation is to satisfy the Town that the Bidder has the experience, resources, and commercial reputation necessary to supply the specified equipment and to perform the necessary warranty and product support in accordance with the Agreement in the prescribed manner and time.

4.10 The Town reserves the right, if it deems such action to be in its best interest, to reject any and all Proposals or portions thereof or to waive any irregularities in a Proposal or formalities in the RFP. Any incomplete, false, or misleading information provided by any Bidder shall be grounds for rejection of the Proposal. If Proposals are rejected, the Town further reserves the right to investigate and accept the next best Proposal in order of ranking, or to reject all Proposals and re-solicit for additional Proposals.

Colorado law shall govern in connection with any action or matter related to the RFP, a Proposal, or the Agreement. The Agreement shall be subject to annual appropriation by the Town Board.

## **PART 5 - GENERAL INFORMATION AND TERMS**

- 5.1. The Town has an estimated population of 725 people. The Town has about 10.2 miles of roads. The Town currently contains an estimated 275 residences that are provided with solid waste collection and of which a significant but unknown number currently participate in a recycling program. See the attached map of the Town **[Exhibit B]**. Single Family Residence shall mean a single-family residential dwelling unit ("SFR"). The Town does not anticipate the number of SFRs to increase significantly. Commercial businesses are excluded from this RFP.
- 5.2. The Town intends to make this a long term service to its SFRs and is committed to a high quality of life for its residents. Any new provider of the services described in this RFP shall be expected to achieve a seamless transition not noticeable to the customer. In procuring the services described in this RFP, the Town seeks to provide superior quality public services that are convenient and reliable for its residents and responsive to their needs. Such services have been provided to the Town to date under the current service agreement and each Bidder is strongly encouraged to thoroughly review the attached Agreement in **Exhibit A**.
- 5.3. Each Proposal shall include the following minimum service requirements:
  - 5.3.1. Weekly Collection. Collection of waste from every SFR at least once each week. Collection services by all vehicles will begin no earlier than 7:00 a.m. All collection for each scheduled day shall be completed by 7:00 p.m. The proposal shall state the day of the week for regular collection.
  - 5.3.2. Special Arrangement Collection. Large or Bulky material or other special waste that is not stored in standard waste storage containers and cannot be picked up by normally used waste collection vehicles, such as, by way of illustration and not by way of limitation, used appliances, construction materials and tires shall be collected by the Bidder by special arrangement with individual residents with only reasonable costs billed directly to such resident. No additional cost shall be charged by the Bidder to the Town as a result of such collections.
  - 5.3.3. Collection of Christmas Trees. Christmas Trees shall be collected by the Bidder as part of its weekly waste collection program service. No additional cost shall be charged by the Bidder to the residents for such collections.

- 5.3.4. Special Needs Collection. The Bidder shall establish and institute at no additional cost to the Town or residents a special needs waste collection service and program to offer carryout service to residents incapable of moving waste containers to the curb.
- 5.3.5. Recycling. Recycling program and collection of recyclables at least once every two weeks on the same day that waste is collected. The program shall be available at no additional cost to all occupants of SFRs who opt to participate.
- 5.3.6. Community Clean-up Day Dumpsters. Dumpsters with pick-up service at a reduced rate for one day for the Town's Community Clean-up Days.
- 5.4. The Bidder shall describe the type and size of waste containers and recyclables containers that will be acceptable and what charge, if any, the Bidder will charge for those containers.
- 5.5. The Disposal Company shall bill the resident directly for services and be responsible for collection on all accounts. The Disposal Company is responsible for any losses due to failure of residents to pay for services. Bills sent by the Disposal Company to the residents shall be accurate, clear, and itemized for each charge imposed on the resident. Bills shall be based on monthly rates, but shall be issued to customers quarterly.

The price structure shall be unit-based to encourage customers' reduction in trash removal, while maximizing the amount of recyclables processed. At a minimum, the Bidder should offer a reduced "waste buster" rate for households that want to be rewarded for practicing waste reduction behavior. The proposal should include the cost for removal of both trash and recycled material.

In addition, proposals may include alternative pricing structures that will provide cost savings to residents. Examples include:

- One quarterly/annual bill to the Town for all residential pickup. The Town will be responsible for collection from the residents.
  - One annual bill to the Town for 125 or more addresses. The Town will be responsible for collection from the residents.
  - Annual pre-payment by residents.
  - On-line payment by residents.
  - Any other cost-saving pricing structure deemed appropriate by the Disposal Company.
- 5.6. The Town does not warrant or guarantee the accuracy of any estimate or projection contained in this RFP. Data herein is provided for informational purposes only and is utilized by the Bidder at the Bidder's sole risk. Bidders shall conduct their own investigations and research of relevant information used to develop their proposals, including but not limited to the estimated number and

type of housing units, anticipated participation, diversion, container weights and all conditions related to the services to be provided. Bidders expressly waive any claim against the Town in connection with estimates or projections stated herein and statements or interpretations of data made by the Town.

- 5.7. The Town recognizes that one of the primary costs of the Disposal Company to fulfill this contract is the price of vehicle fuel which is outside the control of the Disposal Company. The Town is willing to negotiate an “energy shock” clause based upon using the following US Energy Information Administration (USEIA) Index: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

## **PART 6 - CRITERIA FOR CONTRACT AWARD**

- 6.1. The award of the contract will be to the Bidder whose proposal is determined by the Town to be in the best interest of the Town. Lowest monetary proposal is not necessarily the sole determining factor. The contract shall be awarded to the Bidder whose proposal most closely satisfies the overall specifications as well as other factors. Such other factors include, but are not limited to, the following:
- 6.1.1. Cost - The price of the contract for the residential curbside collection of refuse, yard waste, and recyclable materials.
  - 6.1.2. Experience of Company - Consideration will be given to those Bidders who have performed similar types of work.
  - 6.1.3. Customer Service Record - Demonstration of low volume of complaints and fast resolution.
  - 6.1.4. Features Exceeding Minimum Specifications - Any features that the submitter can provide the Town that exceeds these specifications will be weighed as a benefit towards the award of the contract. The Town shall be the sole determinant if any feature is of benefit and to what degree.

**NOTICE OF AWARD**

Date: \_\_\_\_\_

Disposal Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

RE: \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for submitting a Proposal for the Town of Foxfield Residential Solid Waste, Recycling and Yard Debris Collection Service.

Your firm submitted the most qualified Proposal and you have been selected as the successful Bidder. Accordingly, this is your Notice of Award for the Town of Foxfield Residential Solid Waste, Recycling and Yard Debris Collection Service.

Enclosed please find an original and duplicate original Agreement. Please review and sign both, then, within ten (10) days of receipt of this letter, return both along with your certificate of insurance and performance bond. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Agreement.

Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Agreements, the Town will execute both and return one fully executed original to you.

Should you have any questions, please call me at 303-680-1544.

Sincerely,

Randi Gallivan  
Town Clerk  
Town of Foxfield

## EXHIBIT A

### SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the TOWN OF FOXFIELD, Colorado (the "Town"), organized under the laws of Colorado as a statutory town, and \_\_\_\_\_, organized under the laws of Colorado and having its principal place of business at \_\_\_\_\_ (the "Disposal Company").

WHEREAS, the Town of Foxfield has determined to legislatively establish that one disposal company may do business in the residential area of the Town; and

WHEREAS, the Town of Foxfield desires to enter into a service contract with a disposal company to provide trash services to residential units within the Town.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and based upon the representations and subject to the terms and conditions hereinafter expressed, the parties hereto agree as follows:

1. Definitions.

"Hazardous Materials" means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics.

"Residential Unit" or "Dwelling Unit" means any residence that is not an industrial or commercial establishment.

"Rubbish" means household waste, garbage, waste matter, ashes, grass clippings, leaves, trees, bush trimmings and Christmas trees, including any recycling program.

2. Exclusive Right. The Disposal Company shall be the only person, entity, or corporation during the period of this Agreement allowed to provide residential solid waste collection services to residential units on behalf of the Town. No assignment of the Agreement or any right occurring under this Agreement shall be made in whole or in part by the Disposal Company without the expressed written consent of the Town. In the event of any assignment authorized by the Town, the assignee shall assume the liability of the Disposal Company.

3. Service.

a. The estimated number of such residential units is two hundred and seventy-five (275).

b. As increases or decreases occur in the number of eligible residential units serviced by the Disposal Company, the Town shall notify the Disposal Company of the changes. The changes shall also include new residential units receiving Certificates of Occupancy.

4. Billing. The Disposal Company will be responsible for billing the owners of the residences.

5. Term. The term of this Agreement shall be for one (1) year, with four (4) successive one (1) year options to renew. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating this Agreement. The Town will give sixty (60) days advance notice to Disposal Company before it terminates this Agreement.

6. Minimum Service Routes. The Disposal Company shall make at least one weekly collection at all places or residential units on a schedule approved by the Town. The Disposal Company shall provide the Town with schedules of residential collection routes for residential units and keep such information current at all times. It shall be each residence's responsibility to place its rubbish at the appropriate location for collection before the

approved starting hours. In the event of changes in routes or schedules that will alter the day or appropriate time of pick-up, the Disposal Company shall so notify the Town residents not less than two (2) weeks prior to the change. The Disposal Company will not provide service on the following holidays: New Year's Day; Memorial Day; July 4<sup>th</sup>; Labor Day; Thanksgiving Day; and Christmas Day. Observance of these holidays does not exempt the Disposal Company from the requirements of once a week service. The service will be one (1) working day later.

7. Inclement Weather. In the event that severe or inclement weather, natural disaster, or other acts of God prevent the Disposal Company from providing collection services on the assigned day, the Disposal Company shall immediately contact the Town to arrange for the postponement or cancellation of the weekly collection service under terms that are mutually acceptable to the parties.

8. Hours. Collections shall be made during the hours set forth in the approved schedule, subject to such reasonable modifications as the Town may grant. Collection shall not begin prior to 7:00 a.m. and shall cease prior to 7:00 p.m. on the designated pick-up day, and residents must place their containers at the designated location by 7:00 a.m. on collection day. All collections shall be made as quickly as possible.

9. Litter. The Disposal Company shall not litter any private property, public streets, roads, alleys or public property premises in the process of making collections, but it shall not be required to collect material that has not been placed in approved containers or in a manner provided herein.

10. Recycling. The Disposal Company will provide a recycling program every other week to each resident who want to recycle. The Disposal Company will deliver recycle containers to the residents on the next pick-up date after the Disposal Company receives the request from the resident. . The recyclables will be picked-up on the same day as the trash pick-up day. Instructions on what can be recycled and how they need to be prepared will be included in the recycle container when it is delivered.

11. Hazardous Materials. No hazardous waste will be collected by the Disposal Company unless specifically requested by the resident, approved by the Town, and agreed to by the Disposal Company. If the collection of hazardous waste materials is approved by the Town, then the collection, hauling, transfer, and disposal of the hazardous waste materials shall be in compliance with all applicable local, state and federal laws, rules or regulations.

12. Collection Equipment. The Disposal Company shall provide an adequate number of vehicles approved by the Town for regular collection services. The vehicles shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Disposal Company.

13. Disposal Company's Personnel.

- a. The Disposal Company shall assign a qualified person or persons to be in charge of the operations in the Town and shall give the name or names and information to the Town.
- b. Each collection employee of the Disposal Company shall wear a clean uniform bearing the Company's name during all hours pursuant to this Agreement, except that new employees of the Disposal Company may be exempt from this provision for a period not to exceed thirty (30) days.
- c. Each driver of a collection vehicle shall, at all times, carry a valid operator's license for the type of vehicle being driven.
- d. The Disposal Company shall take proper disciplinary action against any employee who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his or her duties as determined by the Disposal Company.
- e. The Disposal Company shall provide operating and safety training for all personnel.

- f. Wages of all employees of the Disposal Company shall be equal or exceed the minimum hourly wages established by the local, state or Federal governments.
- g. The Disposal Company shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, handicap or national origin. The Disposal Company shall take affirmative action to ensure that applicants are employed and that the employees are treated equally during employment without regard to their race, creed, color, sex, handicap or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- h. The Disposal Company will, in all solicitation or advertisements for employees placed by or on behalf of the Disposal Company, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin. The Disposal Company may so designate by stating "EOE".
- i. The Disposal Company will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Hauling. All rubbish hauled by the Disposal Company shall be contained, tied or enclosed so that leaking, spilling and blowing are prevented. In the event of any spillage, the Disposal Company shall immediately clean-up the litter. However, if drained oil is spilled, the Disposal Company shall immediately remove the drained oil, but it will not power wash the drained oil.

15. Title to Waste. Title to all waste shall be vested in the Disposal Company upon being placed in its vehicles.

16. Disposal. All rubbish for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal and the disposal will not be in violation of any local, state, county or federal law, rule or regulation.

17. Charges and Rates. For any service required to be performed under this Agreement, the charges shall not exceed the rates set forth on **Exhibit A**.

18. Compensation. The Disposal Company shall bill each resident quarterly in advance for services rendered. The Disposal Company may also offer an annual payment option.

19. Notification and Complaints.

- a. The Disposal Company shall notify all residents about the rates, regulations and days of collection.
- b. All complaints shall be resolved by the next working day. The Disposal Company shall supply the Town with copies of all complaints made by residents when requested by the Town and the Disposal Company shall indicate the disposition of each complaint. Such records shall be available for Town inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

20. Oversight. The Disposal Company will be required, within twenty-four (24) hours, to service any of the residences of the Town whose rubbish had not been collected due to the Disposal Company's error.

21. Insurance. The Disposal Company shall obtain and maintain during the life of this Agreement a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Disposal Company pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. The Disposal Company shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement, by reason of its failure to obtain and maintain during the term of this Agreement insurance in sufficient amounts, durations or type.

The Disposal Company shall obtain and maintain during the life of this Agreement, and shall cause any subcontractor to obtain and maintain during the life of this Agreement, the minimum insurance coverage listed below. Such coverage shall be obtained and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Disposal Company pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting period shall be procured to maintain such continuous coverage.

Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this Agreement, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000.00) disease-policy limit, and five hundred thousand dollars (\$500,000.00) disease-each employee.

General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury; personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than one million, five hundred thousand dollars (\$1,500,000.00) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two (2) or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and not less than one million five hundred thousand (\$1,500,000.00) for all damages arising out of injury to, or destruction of property, including the Town's property during the policy period.

Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each of the Disposal Company's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

All Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s) the Town, whether private or governmental, the Town's officers and employees, and other person(s), company(ies) or entity(ies) deemed necessary by the Town. The Disposal Company shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Disposal Company shall be primary to insurance carried by the Town and all additional insureds, and the principal defense of any claims resulting from the Disposal Company's obligations under the Agreement shall rest with the Disposal Company's Insurer.

22. Performance Bond. The Disposal Company shall furnish to the Town contemporaneously with the execution of this Agreement a performance bond in the amount of ten thousand dollars (\$10,000.00) for the faithful performance of this Agreement. The bond shall be executed by a corporate surety company licensed to do business in the State of Colorado. The bond shall indemnify the Town against any loss resulting from any failure of performance by the Town, not exceeding, however, the amount of the bond. The bond shall provide that if it is modified or cancelled, the Town must be notified.

23. Indemnification. The Disposal Company shall indemnify and hold harmless the Town, its officers, employees, agents and their insurers from and against all liability, claims and demands on account of

injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Disposal Company, or of any employee of any subcontractor to the Disposal Company.

The Disposal Company agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claim or demands at the sole expense of the Disposal Company, or at the option of the Town, agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims or demands. The Disposal Company also agrees to 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.

24. Rules and Regulations.

a. The Disposal Company will comply with all rules and regulations of any local, county, state or federal agency having authority now or during the term of this Agreement having jurisdiction over its rubbish removal activity.

b. Illegal Aliens.

(1) Certification. By entering into this Agreement, the Disposal Company 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 Disposal Company 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.

(2) Prohibited Acts. Disposal Company shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

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

(3) Verification.

a. Disposal Company 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.

b. Disposal Company 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.

c. If Disposal Company 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, Disposal Company shall:

i. Notify the subcontractor and the Town within three (3) days that Disposal Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. 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 Disposal Company 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.

(4) **Duty to Comply with Investigations.** Disposal Company 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 Disposal Company is complying with the terms of this Agreement.

(5) If Disposal Company wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Disposal Company shall sign the Department Program Affidavit attached hereto.

25. **Permits and Licenses.** The Disposal Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

26. **Standard of Performance.** If the Disposal Company fails to collect materials required pursuant to this Agreement for a period in excess of five (5) consecutive scheduled working days, or fails to operate pursuant to this Agreement in a satisfactory manner as determined by the Town, the Town may proceed as follows, provided that such failure by the Disposal Company is not due to war, insurrection, riot, act of God, change in laws or regulations, or any other cause beyond the Disposal Company's control as determined by the Town:

a. After seven (7) days written notice to the Disposal Company, the Town may terminate this Agreement and claim damages against the Disposal Company for default under this Agreement, if the default is not cured within the seven (7) days. The amount of damages shall include, but not be limited to, the cost for the Town to hire another disposal company to provide the services.

27. **Right to Require Performance.** The failure of the Town at any time to require performance by the Disposal Company of any provision of this Agreement shall in no way affect the right of the Town to enforce the same. Nor shall waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision thereof.

28. **Bankruptcy.** It is agreed that if the Disposal Company is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed.

29. **Law to Govern.** This Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

30. **Modification.** This Agreement constitutes the entire agreement and understanding between the parties, and it shall not be considered modified, altered changed or amended in any respect unless in writing and signed by the parties.

31. **Illegal Provisions.** If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provision shall not be affected but shall remain in full force and effect.

32. **Notice.** A letter addressed and sent by certified United States mail to either party at the address listed below shall be sufficient notice for purposes of this Agreement.

Town of Foxfield:



EXHIBIT A  
CHARGES AND RATES

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

FROM: \_\_\_\_\_  
(Prospective Contractor)

TO: Town of Foxfield  
P.O. Box 461450  
Foxfield, CO 80046

Project Name \_\_\_\_\_

Bid Number \_\_\_\_\_ Project No. \_\_\_\_\_

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Prospective Contractor \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**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 Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**OR**

I, \_\_\_\_\_, am an owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [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 Town, 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 Town 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 Town'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 Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

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

I, \_\_\_\_\_, as a public contractor under contract with the Town of Foxfield (the “Town”), 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.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_  
Notary Public **ACCEPTABLE DOCUMENTS FOR  
LAWFUL PRESENCE VERIFICATION**

**Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver’s License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent’s Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)

- Northern Mariana Identification Card with Photograph

**OR**

**Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

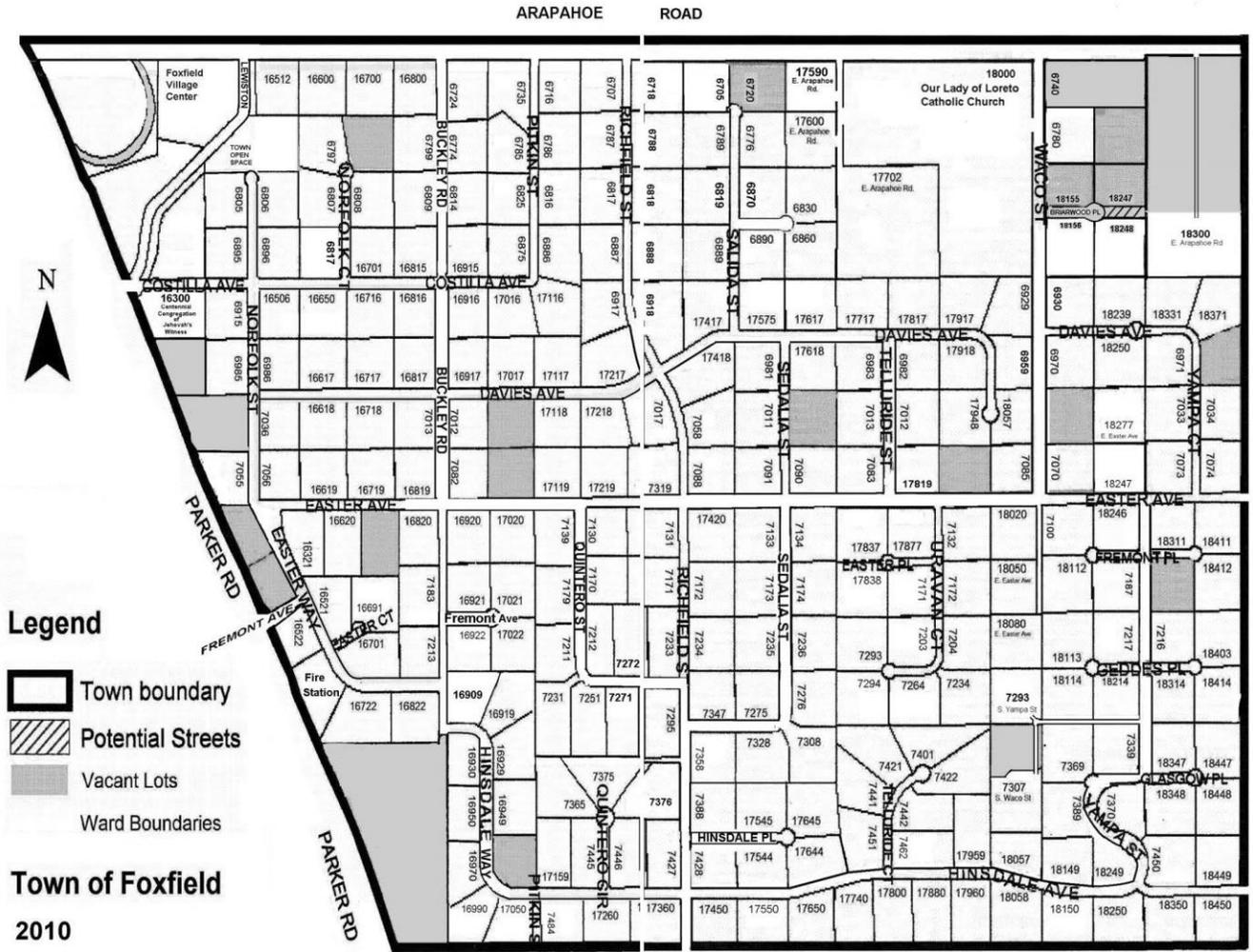
**AND**

**Documents that Serve to Prove Identification:**

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

# EXHIBIT B

## Town Map



Revised: March 2010

## SOLID WASTE COLLECTION AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of May, 2015, by and between the TOWN OF FOXFIELD, Colorado (the "Town"), organized under the laws of Colorado as a statutory town, and Allied Waste Transportation, Inc. d/b/a Republic Services of Denver, organized under the laws of Colorado and having its principal place of business at 5075 East 74<sup>th</sup> Avenue, Commerce City, CO 80022 (the "Disposal Company").

WHEREAS, the Town of Foxfield has determined to legislatively establish that one disposal company may do business in the residential area of the Town; and

WHEREAS, the Town of Foxfield desires to enter into a service contract with a disposal company to provide trash removal services to residential units within the Town;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and based upon the representations and subject to the terms and conditions hereinafter expressed, the parties hereto agree as follows:

1. Definitions.

"Hazardous Materials" means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics, and any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination

"Unacceptable Trash" means highly flammable substances, Hazardous Materials, liquid wastes, special wastes, certain biological wastes, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Disposal Company, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

"Residential Unit" or "Dwelling Unit" means any residence that is not an industrial or commercial establishment.

"Trash" means household waste, garbage, waste matter, grass clippings, leaves, trees, bush trimmings and Christmas trees, including any recycling program, but excluding any Unacceptable Trash.

2. Exclusive Right. The Disposal Company shall be the only person, entity, or corporation during the period of this Agreement allowed to provide residential solid waste collection services to residential units on behalf of the Town. Assignment of the Agreement or any right occurring under this Agreement can be made in whole or in part by the Disposal Company to an affiliate of Disposal Company without the expressed written consent of the Town; provided that Disposal Company shall give thirty (30) days' advance notice of such an assignment to an affiliate. In the event of any such assignment authorized by the Town, the assignee shall assume the liability of the Disposal Company.

3. Service.

- (a) The Disposal Company shall provide weekly curbside trash collection services and every-other week curbside recycling service to each residential unit within the Town at the rates listed in **EXHIBIT A** to this Agreement.
- (b) The Disposal Company shall provide large, bulky or special item pick-up for an additional removal charge. Residents must contact the Disposal Company twenty-four (24) hours in advance. The types of acceptable bulky items and the fee for each item are listed in **EXHIBIT A** to this Agreement.

- (c) The Disposal Company shall provide an annual curbside bulk item collection event at no additional cost to the Town or the residents. This event will happen one (1) time per year at the sole discretion of the Town. There is a limit of five (5) bulk items per residence per event. All promotional material detailing the curbside collection event, as well as acceptable and unacceptable bulk items will be reviewed and approved by the Town prior to mailing. All costs of print material and postage will be the responsibility of Disposal Company.
- (d) The Disposal Company shall collect Christmas trees as part of its weekly service if Christmas trees are cut in half and the branches are tied down.
- (e) The Disposal Company shall provide carry out trash and recycle service to up to fifteen (15) residents who are physically unable to move their trash/recycle containers to the collection area. The containers must be placed in an area where the collection driver does not have to enter a fence or other closed area to access the containers. This service is provided at no extra cost to the Town or the resident for up to fifteen (15) residences. The Disposal Company reserves the right to re-negotiate the price of the carry out service if the carry out service requests exceed fifteen (15) residences.
- (f) Recycle material shall be collected on an every other week basis the same day as trash collection. Recyclables will be collected in a "single stream" manner (recyclable products are not separated). Acceptable and unacceptable single stream items are listed in **EXHIBIT B** to this Agreement.
- (g) Requests for exchanges of damaged containers must be called into Disposal Company. The first replacement of a damaged container is provided at no cost to the homeowner. Subsequent container replacement requests to the same residence due to damage and/or neglect by the homeowner will be charged per the fee schedule in **EXHIBIT A** to this Agreement.
- (h) Trash and recycle containers are the property of Disposal Company.

4. **Billing.** The Disposal Company will be responsible for billing each resident on a quarterly basis, payable by the resident within thirty (30) days upon receipt of invoice. The Disposal Company may increase the prices effective on each anniversary of the effective date of the Agreement in an amount equal to the percentage increases in the Consumer Price Index for (CPI) for the Denver-Boulder-Greeley, Colorado metropolitan area, published by the United States Department of Labor, Bureau of Statistics. Rates of Prices will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding. Further, the Disposal Company shall provide notice of an increase in costs due to the disposal facility being used, changes in local, state, or federal rules, ordinances or regulations, and changes in taxes, fees or other governmental charges (other than income or real property taxes) (collectively, "Non-Controllable Costs"). The Disposal Company may increase the prices to account for such Non-Controllable Costs effective thirty (30) days after providing such notice.

5. **Term.** The term of this Agreement shall be for one (1) year, with four (4) successive one (1) year options to renew. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating this Agreement. Either party will give thirty (30) days advance notice to the other party before it terminates this Agreement, for breach by breaching party, if such breach is not cured by breaching party within five business days of written notice by non-breaching party.

6. **Minimum Service Routes.** The Disposal Company shall make at least one weekly collection at all places or residential units on a schedule approved by the Town. The Disposal Company shall provide the Town with schedules of residential collection routes for residential units and keep such information current at all times. It shall be each residence's responsibility to place its trash and recycling at the appropriate location for collection before the approved starting hours. In the event of changes in routes or schedules that will alter the day or appropriate time of pick-up, the Disposal Company shall so notify the Town residents not less than two (2) weeks prior to the change. The Disposal Company will not

provide service on the following holidays: New Year's Day; Memorial Day; July 4<sup>th</sup>; Labor Day; Thanksgiving Day; and Christmas Day. Observance of these holidays does not exempt the Disposal Company from the requirements of once a week service. The service will be one (1) working day later.

7. Inclement Weather. In the event that severe or inclement weather, natural disaster, strikes, riots, labor disputes, terrorist acts, fires, compliance with applicable laws, or other acts of God prevent the Disposal Company from providing collection services on the assigned day ("Force Majeure"), the Disposal Company shall immediately contact the Town to arrange for the postponement or cancellation of the weekly collection service under terms that are mutually acceptable to the parties.

8. Hours. Collection shall not begin prior to 7:00 a.m. and shall cease prior to 7:00 p.m. on the designated pick-up day, and residents must place their containers at the designated location by 7:00 a.m. on collection day. All collections shall be made as quickly as possible.

9. Litter. The Disposal Company shall not litter any private property, public streets, roads, alleys or public property premises in the process of making collections, but it shall not be required to collect material that has not been placed in approved containers or in a manner provided herein.

11. Hazardous Materials. No Hazardous Materials will be collected by the Disposal Company unless specifically requested by the resident, approved by the Town, and agreed to by the Disposal Company. If the collection of Hazardous Materials is approved by the Town, then the collection, hauling, transfer, and disposal of the Hazardous Materials shall be in compliance with all applicable local, state and federal laws, rules or regulations. Further, the Disposal Company may, in its sole discretion, reject any Unacceptable Trash provided. The resident upon receiving a notice of rejection from the Disposal Company shall immediately remove such Unacceptable Trash from the collection vehicle or premises of Disposal Company. Notwithstanding anything to the contrary stated in this Agreement or otherwise, the Disposal Company may immediately remove any Unacceptable Trash provided by a resident at the resident's expense, if such Unacceptable Trash creates an emergency condition or negatively impacts the business or operations of the Disposal Company. The Disposal Company shall at no time take title to such Unacceptable Trash even in removing it at the expense of a resident.

12. Collection Equipment. The Disposal Company shall provide an adequate number of vehicles approved by the Town for regular collection services. The vehicles shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Disposal Company.

13. Disposal Company's Personnel.

- a. The Disposal Company shall assign a qualified person or persons to be in charge of the operations in the Town and shall give the name or names and information to the Town.
- b. Each collection employee of the Disposal Company shall wear a clean uniform bearing the Company's name during all hours pursuant to this Agreement, except that new employees of the Disposal Company may be exempt from this provision for a period not to exceed thirty (30) days.
- c. Each driver of a collection vehicle shall, at all times, carry a valid operator's license for the type of vehicle being driven.
- d. The Disposal Company shall take proper disciplinary action against any employee who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his or her duties as determined by the Disposal Company.
- e. The Disposal Company shall provide operating and safety training for all personnel.
- f. Wages of all employees of the Disposal Company shall be equal or exceed the minimum hourly wages established by the local, state or Federal governments.

- g. The Disposal Company shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, handicap or national origin. The Disposal Company shall take affirmative action to ensure that applicants are employed and that the employees are treated equally during employment without regard to their race, creed, color, sex, handicap or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- h. The Disposal Company will, in all solicitation or advertisements for employees placed by or on behalf of the Disposal Company, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin. The Disposal Company may so designate by stating "EOE".
- i. The Disposal Company will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Hauling. All trash hauled by the Disposal Company shall be contained, tied or enclosed so that leaking, spilling and blowing are prevented. In the event of any spillage, the Disposal Company shall immediately clean-up the litter. However, if drained oil is spilled, the Disposal Company shall immediately remove the drained oil, but it will not power wash the drained oil.

15. Title to Waste. Title to all waste, except Unacceptable Trash, shall be vested in the Disposal Company upon being properly collected and disposed of at a disposal facility by Disposal Company. Notwithstanding anything set forth in the Agreement or otherwise to the contrary, ownership of and liability for Unacceptable Trash shall at no time pass to the Disposal Company and shall remain with the generator of such waste, irrespective of delivery to, inspection by, and/or acceptance by, the Disposal Company, and such ownership and liability shall survive the termination of the Agreement. The Disposal Company shall have no obligation to collect any Unacceptable Trash, and may remove any Unacceptable Trash and assure its proper disposal at the expense of the generator.

16. Disposal. All trash for disposal shall be hauled to a site or facility legally empowered to accept it for treatment or disposal and the disposal will not be in violation of any local, state, county or federal law, rule or regulation.

17. Charges and Rates. For any service required to be performed under this Agreement, the charges shall not exceed the rates set forth on **Exhibit A**. Disposal Company shall, over the term of proposed agreement, implement an annual rate adjustment cap of 4%. This adjustment shall occur on the anniversary date for every year this agreement is in force, unless otherwise negotiated between Disposal Company and the Town. Rate adjustments are implemented to offset the rising costs of our vertically integrated operations. With a five year agreement, the proposed rate shall be fixed for the first two (2) years, while years 3, 4 and 5 shall follow the rate adjustment schedule above.

18. Notification and Complaints.

- a. The Disposal Company shall notify all residents about the rates, regulations and days of collection.
- b. All complaints shall be resolved by the next working day. The Disposal Company shall supply the Town with copies of all complaints made by residents when requested by the Town and the Disposal Company shall indicate the disposition of each complaint. Such records shall be available for Town inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

19. Insurance. The Disposal Company shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Agreement, by reason of its failure to obtain and maintain during the term of this Agreement insurance in sufficient amounts, durations or type.

The Disposal Company shall obtain and maintain during the life of this Agreement, and shall cause any subcontractor to obtain and maintain during the life of this Agreement, the minimum insurance coverage listed below. Such coverage shall be obtained and maintained with forms and insurers reasonably acceptable to the Town. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Disposal Company pursuant to this Agreement. In the case of a claims-made policy, the necessary retroactive dates and extended reporting period shall be procured to maintain such continuous coverage.

Worker's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the work under this Agreement, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000.00) disease-policy limit, and five hundred thousand dollars (\$500,000.00) disease-each employee.

General Public Liability Insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury; personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than two million dollars (\$2,000,000.00) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two (2) or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks.

The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and not less than two million dollars (\$2,000,000.00) for all damages arising out of injury to, or destruction of property, including the Town's property during the policy period.

Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each of the Disposal Company's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

All Insurance Policies and Certificates of Insurance issued for this project shall be supplemented with a blanket additional insured endorsement except for Worker's Compensation insurance. The Disposal Company shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Disposal Company shall be primary to insurance carried by the Town and all additional insureds, and the principal defense of any claims resulting from the Disposal Company's obligations under the Agreement shall rest with the Disposal Company's Insurer.

20. Performance Bond. The Disposal Company shall furnish to the Town contemporaneously with the execution of this Agreement a performance bond in the amount of ten thousand dollars (\$10,000.00) for the faithful performance of this Agreement. The bond shall be executed by a corporate surety company licensed to do business in the State of Colorado. The bond shall indemnify the Town against any loss resulting from any failure of performance by the Disposal Company, not exceeding, however, the amount of the bond. The bond shall provide that if it is modified or cancelled, the Town must be notified.

21. Indemnification. The Disposal Company shall indemnify and hold harmless the Town, its officers, employees, agents and their insurers from and against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which

arises solely out of any error, professional error, mistake, negligence, or other fault of the Disposal Company, or of any employee of any subcontractor to the Disposal Company.

The Disposal Company also agrees to bear reasonable costs and expenses related to the above, including court costs and attorney fees.

22. Rules and Regulations.

a. The Disposal Company will comply with all rules and regulations of any local, county, state or federal agency having authority now or during the term of this Agreement having jurisdiction over its trash removal activity.

b. Illegal Aliens.

(1) Certification. By entering into this Agreement, the Disposal Company 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 Disposal Company 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.

(2) Prohibited Acts. Disposal Company shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

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

(3) Verification.

a. Disposal Company 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.

b. Disposal Company 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.

c. If Disposal Company 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, Disposal Company shall:

i. Notify the subcontractor and the Town within three (3) days that Disposal Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. 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 Disposal Company 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.

(4) **Duty to Comply with Investigations.** Disposal Company 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 Disposal Company is complying with the terms of this Agreement.

(5) If Disposal Company wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Disposal Company shall sign the Department Program Affidavit attached hereto.

23. **Permits and Licenses.** The Disposal Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

24. **Standard of Performance.** If the Disposal Company fails to collect materials required pursuant to this Agreement for a period in excess of five (5) consecutive scheduled working days, or fails to operate pursuant to this Agreement in a satisfactory manner as determined by the Town, the Town may proceed as follows, provided that such failure by the Disposal Company is not due to war, insurrection, riot, act of God, change in laws or regulations, or any other Force Majeure event or cause beyond the Disposal Company's control as determined by the Town:

a. After seven (7) days written notice to the Disposal Company, the Town may terminate this Agreement and claim damages against the Disposal Company for default under this Agreement, if the default is not cured within the seven (7) days. The amount of damages shall include, but not be limited to, the cost for the Town to hire another disposal company to provide the services.

25. **Right to Require Performance.** The failure of the Town at any time to require performance by the Disposal Company of any provision of this Agreement shall in no way affect the right of the Town to enforce the same. Nor shall waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision thereof.

26. **Bankruptcy.** It is agreed that if the Disposal Company is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed.

27. **Law to Govern.** This Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

28. **Modification.** This Agreement constitutes the entire agreement and understanding between the parties, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties.

29. **Illegal Provisions.** If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

30. **Notice.** A letter addressed and sent by certified United States mail to either party at the address listed below shall be sufficient notice for purposes of this Agreement.

Town of Foxfield:

Town of Foxfield  
Town Clerk  
P.O. Box 461450  
Foxfield, CO 80046

Disposal Company: Allied Waste Transportation, Inc.  
5075 E. 74<sup>th</sup> Avenue  
Commerce City, CO 80022

31. Effective Date. This Agreement shall become effective and the Disposal Company shall begin performance on May 1, 2015.

IN WITNESS WHEREOF, each party has affixed their signature the date set forth above.

**TOWN OF FOXFIELD**

By: \_\_\_\_\_

*Lisa Jones*  
Lisa Jones, Mayor

ATTEST:

*Miranda Gallivan*  
Miranda Gallivan, Town Clerk

**DISPOSAL COMPANY**

By: \_\_\_\_\_

*Mark Allen*

Name: \_\_\_\_\_

MARK ALLEN

Title: \_\_\_\_\_

GENERAL MANAGER

STATE OF COLORADO )  
COUNTY OF Adams ) ss.

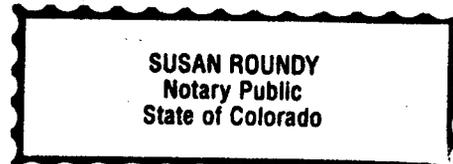
The foregoing instrument was subscribed, sworn to, and acknowledged before me this 25 day of March, 2015, by Mark Allen as the General Manager of the Republic Services

My commission expires: My Commission Expires January 25, 2016

(SEAL)

*Susan Roundy*

Notary Public



**EXHIBIT A  
CHARGES AND RATES**

**Solid Waste and Recycling Pricing Sheet**

Collection Service	Unit of Measure	Estimated Quantity	Unit Cost	
Weekly Trash Every Other Week Single Stream Recycle <b>96 Gallon Trash Cart</b> <b>96 Gallon Recycle Cart</b>	Monthly	275 Homes	\$12.00	Weekly Trash, 96 gallon cart
			Included	EOW Recycle, 96 gallon cart
			Included	Yard Waste Collection
			Individual Monthly Charge	<b>\$12.00 each</b>
			Monthly Charge	<b>\$3,300</b>
			Annual Charge	<b>\$39,600</b>

\*\*The pricing above includes monthly billing to the Town of Foxfield on a summary billing process. Individual invoicing, if preferred, will happen on a quarterly basis and a quarterly charge of \$3.50 will be added to the invoice for administrative costs\*

Additional Cart Option	Quantity	Yearly Lease Price
96 Gallon Trash Carts	1	\$18/year (\$1.50/mo)
96 Gallon Recycle Carts	1	\$18/year (\$1.50/mo)

**Additional Services**

Town of Foxfield Events	Service Quantity	Quantity	Charges
Annual Curbside Bulk Collection	1x Annual	5 Bulk Items Per Residence	No Charge
30 Yard Roll Offs	On Call	3 Hauls (annually)	No Charge
30 Yard Roll Offs	On Call	On Call	\$225 per haul \$25.00 per ton over 5 Tons

❖ **Recreation Center/Special Events:**

Republic Services continues to be more than just a service provider, we strive to be active members of the communities we serve. Staying true to our mission, Republic Services would like to participate with special events/community clean up days hosted by Foxfield by providing complimentary event boxes placed throughout the event for trash and recycle collection, as well as three (3) 30 yard roll offs per year, **at no extra cost**, to handle the events refuse. This offer is valid every year the agreement between Republic Services and Foxfield is in effect. Additional containers requested above and beyond the three (3) annual complimentary cans will be charged at \$225 per haul, \$25.00 per ton over 5 tons.

❖ **Container Exchange/Repair:**

All container exchange requests for repair or replacement due to damage must be called into Republic to schedule the removal of the damaged container and the delivery of a replacement container. Repair/damage exchanges will be processed at no additional charge at the time the call is received and will be delivered within one (1) week of the call received. The first replacement of a damaged cart is provided at no cost to the homeowner. Subsequent container replacement requests to the same residence due to damage and/or neglect by the homeowner, will be charged at \$50 per occurrence billed directly to the residence.

**Bulky Item Pricing**

<b>ITEM</b>	<b>METRO</b>
BBQ Grill	\$ 15.00
Carpet Bundled (per roll)	\$ 15.00
Chair	\$ 15.00
Coffee Table (small)	\$ 15.00
Construction Material (limit is 1 container/bundle)	\$ 15.00
Desk	\$ 15.00
Dishwasher	\$ 15.00
Door	\$ 15.00
Dresser Large (5 or more Drawers)	\$ 15.00
Dresser Small (4 Drawers)	\$ 15.00
End Table	\$ 15.00
Garage Door (4' per section)	\$ 15.00
Hot Water Heater	\$ 15.00
Love Seat	\$ 15.00
Mattress / Box Springs	\$ 15.00
Microwave (portable/non-mounted only)	\$ 15.00
Recliner	\$ 15.00
Sink (Porcelain only)	\$ 15.00
Sofa	\$ 15.00
Sofa Sleeper	\$ 15.00
Stove	\$ 15.00
Table	\$ 15.00
Toilet (Porcelain only)	\$ 15.00
Tub (Porcelain only)	\$ 15.00
Washer / Dryer	\$ 15.00
Water Bed / Each Section	\$ 15.00
Desk top printer	\$ 15.00
Lawn mower no oil no gas	\$ 15.00
Table Saw	\$ 15.00
Ping Pong Table (folded)	\$ 15.00
<b>Not-Accepted Items</b>	
Cast Iron	
Freon: Refrigerators, Air conditioners	
Cement, Dirt, Rocks, Steel	
Hazardous Materials (special waste)	
Tires	

**EXHIBIT B**

## Acceptable Single Stream Items

### Clean Paper:

- Flattened cardboard (limit 2x3 ft)
- Newspapers, inserts
- Magazines, catalogs
- Phonebooks
- Paperback books
- Mail  
(Window envelopes OK)
  
- Paper bags, food boxes

### Paper Food Containers:

- Clean Paper Cups
- Milk and juice cartons, juice boxes
- Frozen food boxes

### Clean Plastic:

- Bottles, jars, jugs (food, shampoo, vitamin, etc)
- Labels are OK, NO lids or caps
- Plastic food tubs (yogurt, cream cheese etc...)

### Clean Metal:

- Aluminum & tin cans, empty aerosol cans, scrap metal  
(limit, 2x2x2 feet and 35 lbs)

### Glass:

- Bottles & jars (all colors and sizes)
- Labels OK
- NO lids or caps

## Not Accepted Single Stream Materials

### **Electronic and Hazardous Waste**

Fluorescent tubes and bulbs, electronics (computers, cell phones, TVs etc.), rechargeable batteries, and hazardous products (cleaners, solvents, etc.) do not go in the recycling or garbage.

### **Not Accepted Household Items**

- Food residue, garbage
- Plastic bags  
Reuse or recycle at grocery stores
- Styrofoam containers, packing
- Styrofoam peanuts  
Can be reused at mailing houses
- Paper towels, plates, napkins  
OK in yard waste/compost pile

Shredded paper  
OK layered in yard cart

- Disposable diapers, rags
- Plastic take-out containers
- Plastic trays (bakery, meat, etc.)
- Plastic plates, utensils
- Prescription vials
- Food wrap
- Toxic containers  
(paint, oil, antifreeze, pesticides, etc.)
- Aluminum foil, foil trays
- Needles, syringes
- Sharp or greasy items
- Knives, scissors
- Ceramics, dishes
- Light bulbs, windows, mirrors

**EXHIBIT C**

**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 Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

**OR**

I, \_\_\_\_\_, am an owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [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 Town, 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 Town must verify this statement by reviewing one of the following items:*

- o *A valid Colorado Driver's license or a Colorado identification card*
- o *A United States military card or a military dependent's identification card*
- o *A United States Coast Guard Merchant Mariner card*
- o *A Native American tribal document or*
- o *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*
- o *Any other documents or combination of documents listed in the Town'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 Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ACCEPTABLE DOCUMENTS FOR  
LAWFUL PRESENCE VERIFICATION**

**Documents that Serve to Prove Citizenship/Lawful Presence and Identification:**

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

**OR**

**Documents that Only Serve to Prove Citizenship/Lawful Presence:**

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

**AND**

**Documents that Serve to Prove Identification:**

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority



5075 E. 74<sup>th</sup> Avenue, Commerce City, CO 80022  
o 303.286.1200 republicservices.com

September 6, 2018

Town of Foxfield

Dear Valued Customer,

On behalf of Republic Services and myself, I want to thank you for the opportunity to provide solid waste and recycle collection services for your community. We appreciate your business and look forward to continuing our efficient, safe and environmentally friendly waste services for the Foxfield residents.

In order to maintain our service quality and continued environmental stewardship, it is necessary to adjust our service rates annually. This adjustment is a result of our increased costs over the last year, including fuel, labor, insurance, disposal and recycle processing costs. The current service agreement held the proposed price for the first two years while the remaining three years will see a 4% increase annually.

The new trash and recycle service rate will increase by \$0.50 per home per month effective October 1, 2018. The new monthly trash rate will be \$12.98 per home.

Thank you for your continued business and we look forward to providing the Town of Foxfield with quality solid waste, recycle and bulk collection event services.

Sincerely,

Mark Petrovich  
Municipal Services Manager