

ADDENDUM NO. ONE
REQUEST FOR PROPOSAL
DUMPSTER COLLECTION SERVICES
PROJECT NO. 265-24
CITY OF THORNTON, CO

TO: Prospective Proposing Firms and all others concerned

DATE: August 20, 2024

PURPOSE: To provide additional information and clarification to the solicitation documents for the above-referenced Project.

1. The following questions and answers are provided for additional clarification to the RFP. All answers from Thornton in response to Vendor submitted questions have been provided in **bold** text.

Question # 1: May we have a copy of the current agreement for its scope of work and pricing?

Answer # 1: A copy of the current agreement has been attached at the end of this Addendum. Proposing Vendors are to note that this current Agreement and its Scope of Work are set to expire on 1/1/2025. The awarded Vendor from this solicitation will have a new Agreement and Scope of Work that is based upon this solicitation's Scope of Work and the Vendor's proposal.

Question # 2: How would Thornton want an annual price increase done? Does Thornton want the annual percentage increase included in the proposal submission or just to reach out to Thornton at the end of each year to get it approved?

Answer # 2: The awarded Vendor from this solicitation will adhere to the RFP's Section D.4 – Annual Price Updates when it comes to potential annual price adjustments.

Question # 3: Can Thornton provide any further information on sizes and quantities of containers used for the large-scale events of Thorntonfest, July 4th, Harvestfest, and Winterfest?

Answer # 3: For the 2023 year, Thornton utilized container sizes and quantities for each of the following events:

Event Name	Container Size	Container Quantity
Thorntonfest	30 yard	1
July 4 th	20 yard	10
Harvestfest	30 yard	1
Winterfest	30 yard	1

Proposing Vendors are to note that each Thornton event and year may be different. These numbers listed above are informational only and do not guarantee particular sizes or quantities that Thornton will need each event/year. Prior to each event, Thornton personnel assigned to that event will coordinate with the Vendor's account representative to reserve container sizes and quantities that are expected for each event.

The awarded Vendor should be capable of breaking out each special event as its' own designated item during a billing period, for Thornton to be able to confirm pull dates, container sizes, and quantities for specific events that are identified separately from regular weekly service at a location.

2. All other terms and conditions shall remain unchanged except as provided by this Addendum. Proposing firms must acknowledge receipt of this Addendum in their Proposal.

END OF ADDENDUM NO. ONE

Megan deGrood, CPPB Date
Purchasing Manager

GENERAL SERVICE AGREEMENT

This Agreement for Dumpster Collection Services, Project No. 253-18 between the **City of Thornton**, a Colorado home rule municipality, in the State of Colorado (hereinafter, "Thornton") and **Allied Waste Transportation Services, Inc. d/b/a/ Republic Services** (the "Service Provider") is made and entered into this 8th day of April, 2019. Hereafter, Thornton and Service Provider collectively may at time be referred to as the "Parties" or individually as the "Party."

I. RECITALS

- A. Thornton has determined that over the term of this Agreement, from time to time, the need will exist for the provisioning of certain services in connection with Dumpster Collection Services, Project No. 253-18 (the Project).
- B. Thornton solicited a number of Service Providers to perform the services it needs performed pursuant to the terms and conditions of this Agreement.
- C. Service Provider has held itself out to Thornton as having the requisite expertise and experience to perform the Services this Project requires.
- D. Service Provider further represents, having responded and being prequalified for the provisioning of its services that Thornton wants, it is ready, willing and available to perform.

In consideration of the covenants and promises contained in this Agreement and Recitals incorporated herein, their sufficiency of which is acknowledged by Service Provider and Thornton, the Parties agree as follows:

II. TERMS AND CONDITIONS

- A. **Description of Services, Work.** Provide trash removal services at multiple Thornton locations.
- B. **Service Provider Responsibilities, Scope of Services.** Service Provider will furnish all of the labor, supplies and materials, equipment, printing, and any other facilities or resources required to perform and complete the Services described in the attached **Exhibit A**, hereafter also called, "Service Provider's Scope of Services" the "Services" or "Work."
- C. **Commencement Date, Term.**
 - 1. This Agreement shall commence on January 1, 2019 and terminate on December 31, 2023, or upon Thornton providing Service Provider with seven (7) Calendar Days advance written notice, whichever occurs first.

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

D. Contract Documents.

1. The following documents, which includes any exhibit and attachment listed, contained or referenced in the contract documents, by this reference, are incorporated, verbatim, and will hereafter be, the Agreement:
 - a. Approved Amendments to this Agreement;
 - b. This General Service Agreement (together with Exhibits);
 - c. The Request for Proposals, including Addenda; and
 - d. The Service Provider's Proposal.
2. In the event there is a conflict between any of the above-listed documents, the provisions of the document listed first in order shall govern over those documents listed in descending order in subparagraph D.1 above after the first listed document.

E. Personnel

1. Service Provider shall perform the Services with the employees, subcontractors, agents and all other persons ("Personnel") identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton.
2. Service Provider shall employ competent Personnel at all times during the performance of the Work. Service Provider shall be responsible for acts and omissions of its Personnel working for Service Provider. Service Provider shall enforce strict discipline and good order among its Personnel performing the Work.
3. The person in charge shall represent Service Provider and communications given to the person in charge shall be as binding as if given to Service Provider. Important communications will be confirmed in writing. Other communications shall be similarly confirmed on written request.
4. Thornton, at any time, may revoke its approval of any person who is not performing in a manner satisfactory to Thornton, and Service Provider shall remove the objectionable person from the Work and replace them with someone acceptable to Thornton.

F. Compensation.

1. Remuneration. Thornton agrees to pay Service Provider the billable rates as set forth in the attached **Exhibit C, Schedule of Charges** for the satisfactory progression and completion of Services.

2. Invoicing.
 - a. Unless directed otherwise by Thornton's representative, Service Provider shall submit and send a detailed invoice in .pdf format to ap.invoices@cityofthornton.net.
 - b. Due Date. Compensation shall be due and payable thirty (30) Calendar Days after date of receipt by Thornton of a complete and correct invoice.

3. Billable Rate Changes.
 - a. The billable rates shall remain fixed for, at a minimum, the initial twelve (12) month term, or the first anniversary of the Agreement, whichever one applies ("First Term"). Service Provider may request an increase to the Billable Rate after the First Term and any subsequent Term provided Service Provider gives Thornton written notice a minimum of sixty (60) Calendar Days before the upcoming term.
 - b. 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 as agreed to in writing by Thornton. The revised Billable Rate shall only be effective by written Amendment of this Agreement executed by Thornton.

G. Changes to Service Provider's Scope of Services.

1. 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 Service Provider's Scope of Services as defined in **Exhibit A** of this Agreement.

2. No change to the Scope of Services, including any requested additional compensation, shall be effective or paid unless authorized by a written Amendment executed by Thornton's City Manager ("Manager") or Manager's designee(s).

3. Except as expressly provided herein, no agent, employee, or representative of Thornton has the authority to change or modify - directly or by an implied course of action, the Scope of Services or the terms of this Agreement.
4. If Service Provider proceeds without such written authorization, then Service Provider shall be deemed to have waived any claim for additional compensation, including a claim based on a theory of promissory estoppel, unjust enrichment, quantum meruit, or implied Agreement.

H. Compliance with All Laws and Regulations.

1. 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 Thornton.
2. 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 and the Services 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.
3. **Worker Status.** 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:
 - a. Service Provider, as of the date of this Agreement or order, does not and shall not knowingly employ or contract with an illegal alien who will perform Services under this Agreement.
 - b. Service Provider shall participate in either the Employment Verification Program (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 successor program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the "Department") pursuant to C.R.S. §§ 8-17.5-102(5)(c) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement.
 - c. 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.

- d. 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.
- e. 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.
- f. Service Provider obtains actual knowledge that a subcontractor performing Services under this Agreement employs or contracts with an illegal alien, Service Provider shall:
 - i. Notify the subcontractor and Thornton within three (3) Calendar Days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. 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.
- g. Service Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).
- h. If Service Provider violates any provision of this certification, Thornton may terminate this Agreement for breach of Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages suffered by Thornton.

III. MISCELLANEOUS TERMS

- A. **Indemnification.** To the fullest extent permitted by law, Service Provider agrees to defend, indemnify and hold harmless Thornton, its officers, agents and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the Services to be performed under this Agreement, to the extent it is determined such liability, judgments, damages or losses were 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, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

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

1. Worker's Compensation Insurance. Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Statutory limits are required. Evidence of qualified self-insured status may be substituted.

2.	<u>Commercial General Liability Insurance</u>	(MINIMUM LIMITS)
a.	Each Occurrence	\$1,000,000
b.	Products/Completed Operations Aggregate	\$1,000,000
c.	Personal and Advertising Injury	\$1,000,000
d.	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 (i) premises-operations; (ii) products and completed operations including materials designed, furnished, and/or modified in any way by Service Provider; (iii) independent subcontractors; (iv) contractual liability risk covering the indemnity obligations set forth in this Agreement; and (v) where applicable, liability resulting from explosion, collapse, or underground exposures. The coverage shall not exclude faulty workmanship as a covered occurrence.

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. 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. Additional Insured. The Service Provider shall name Thornton, its officers, agents, and employees as additional insureds with respect to the Commercial General Liability and Auto Liability coverages required herein.
5. Certificates of Insurance. A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsement, to Thornton 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 Thornton prior to commencement of any Services under this Agreement. The initial completed Certificate of Insurance and Additional Insured Endorsement shall include the Service Provider's e-mail address for future inquires and updates, and shall be sent to:

City of Thornton
Attention: Mary Sanchez, CPPB, Buyer II
9500 Civic Center Drive
Thornton, CO 80229-4326

6. Certificates of Insurance. Subsequent Certificates of Insurance indicating renewal of coverage(s) shall be sent to Thornton's Risk Manager at certificatesofinsurance@cityofthornton.net no later than thirty (30) Calendar Days prior to the expiration date along with the renewal Additional Insured Endorsement, and shall indicate "Renewal COI" and the Project Number in the e-mail subject line. Thornton 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 Thornton access to any and all required insurance policies and endorsements pertaining to this particular Project.
7. Failure to Insure. 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 Thornton may immediately terminate this Agreement**, or at its discretion, Thornton 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 Thornton shall be repaid by Service Provider to Thornton upon demand, or Thornton may offset the cost of the premiums against any monies due to Service Provider from Thornton.
8. Other Insurance Requirements.
 - a. 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 Thornton. All coverages shall be continuously maintained to cover all

liability, claims, demands, and other obligations assumed by the Service Provider pursuant to this section. The coverage shall not exclude faulty workmanship as a covered occurrence. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- b. Every policy required above shall be primary insurance and any insurance carried by Thornton, 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.
- c. 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.
- d. All policies shall include a provision that the coverages afforded under the policies shall not be canceled or materially changed prior to the natural termination date or until at least thirty (30) Calendar Days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

C. Independent Contractor.

1. 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 and/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 Thornton under Chapter VII of the City Charter, or Chapter 54 of the City Code, or for any purpose whatsoever.
2. 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 Thornton, that the Service Provider is not entitled to Workers' Compensation benefits from Thornton 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 that are set forth in this Agreement.

D. **Governmental Immunity.** The Parties hereto understand and agree that Thornton, 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 Thornton, its agents, officers, or employees.

E. **Grounds for Termination.**

1. Termination for Convenience by Thornton. In the event this Agreement is terminated for convenience, Thornton shall issue a written Notice to Terminate and Service Provider will be paid for all Services previously authorized and completed up to the date of Termination. Service Provider shall not be entitled to profit or overhead on uncompleted Services.
2. Termination for Cause. If Service Provider substantially or materially breaches the terms of this Agreement, or defaults in fulfilling the applicable terms and conditions of this Agreement shall be cause to terminate this Agreement and Thornton may seek to exercise all available legal and/or equitable remedies.
3. Termination for Non-Appropriations. In the event that Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year past the initial year, Thornton may, at the beginning of the fiscal year for which the City Council does not appropriate such funds and upon prior written notice as provided for, may terminate this Agreement without penalty and be released of further obligations.

F. **Notice.** Any notice or communication between Service Provider and Thornton 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:

THORNTON: City of Thornton
Attention: Susan White, C.P.M., Purchasing Manager
9500 Civic Center Drive
Thornton, CO 80229-4326

SERVICE PROVIDER: Republic Services
Attention: Randy Johnson, General Manager
5074 East 74th Avenue
Commerce City, CO 80022

G. **Applicable Law, Venue, Statute Of Limitations.** This Agreement shall be governed by the laws of the State of Colorado. Any legal action concerning the provisions hereof shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Agreement or the Services

asserted by the Service Provider against Thornton shall be brought within two (2) years from when the action accrued, pursuant to C.R.S. § 13-80-102(h).

- H. **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 that are expressly reserved herein to the Manager or his designee, shall be valid unless they are contained in an instrument that is executed by the Parties with the same formality as this Agreement.
- I. **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 Manager.
- J. **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 Thornton a waiver of any subsequent breach of any such terms and conditions.
- K. **Inspection of Records.** In connection with the Services performed hereunder, Thornton and any of its duly authorized representatives shall have access to all of Service Provider's 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 termination of this Agreement.
- L. **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 Thornton. Thornton, 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 that 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 acceptable to Thornton.
- M. **Coordination of Services.** Service Provider shall fully coordinate its services with other service providers, contractors, or other entities performing Services on the Project that interfaces with or is affected in any way by Service Provider's services, and with any interested city or other governmental agencies.

- N. **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.
- O. **Advertising, Public Disclosure.** 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.
- P. **Force Majeure.** Except for Thornton's obligation to pay amounts due to Service Provider, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter.
- Q. **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.
- R. **Inurement.** The rights and obligations of the Parties set forth herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
- S. **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.
- T. **Joint Venture.** If a Joint Venture, participants shall be jointly and severally liable to Thornton for the performance of all duties and obligations of Service Provider set forth in this Agreement.
- U. **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 the services and shall take out and keep current all required municipal, county, state, or federal licenses required to perform the work. Service Provider shall furnish Thornton, 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 the Services and allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.
- V. **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.

W. **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 Thornton and Service Provider 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 Thornton and Service Provider that subcontractors and any other persons other than Thornton or Service Provider receiving any benefits from this Agreement shall be deemed to be incidental, and not intended, beneficiaries only.

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

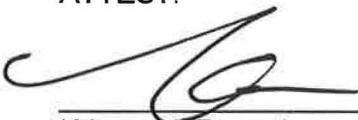
APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

By: 
City Attorney

CITY OF THORNTON, COLORADO:


Maria Ostrom, Finance Director

ATTEST:


Kristen N. Rosenbaum, City Clerk

CITY OF THORNTON, COLORADO:


Sean Saddler, P.E.
Contracts and Purchasing Director

ATTEST FOR FIRM SIGNATURE: (If corporation)	ALLIED WASTE TRANSPORTATION SERVICES, INC. d/b/a REPUBLIC SERVICES
<u></u> Signature	<u></u> Signature
<u>Randy Johnson</u> Print Name	<u>Mendal C. Tapestad</u> Print Name
<u>General Manager</u> Title	<u>Major Account Executive</u> Title

EXHIBIT A

SERVICE PROVIDER'S SCOPE OF SERVICES

SERVICES

- A. Provide trash removal services at multiple Thornton locations as defined herein (the "Services").
- B. Service Provider shall furnish all dumpster containers.
- C. Service Provider shall provide Services, which will include the following at a minimum:
 1. Maintain the dumpsters in proper working order, e.g., hinged covers that swing properly and close when the dumpster is set back in place.
 2. Pick up and dispose of any spilled trash that occurs during the dumping process.
 3. Pick up any "overflow" bags if dumpster Service was late or missed.
 4. Maintain the dumpster in proper sanitary condition and appearance. Should cleaning, maintenance, or re-painting be required, the dumpster shall be removed and replaced with an acceptable unit.
 5. Dumpsters shall be positioned within the marked and/or designated areas where applicable. Dumpsters placed outside marked areas, which interfere with traffic or other loading and unloading operations, shall require, upon request by Thornton, the Service Provider to send a truck to the location and reposition the dumpster at no additional cost to Thornton. Service Provider shall complete the request within four (4) hours of Thornton's notification.
 6. Service Provider shall unlock and lock dumpsters in locations that contain locking bins prior to, and after servicing.
 7. Seasonal dumpster Service begins March 15th and ends October 31st of each year. Service Provider is required to collect and empty trash from the "Seasonal Containers" identified below (in item C) between March 15th and October 31st of each year.
 8. Additional Services shall be invoiced as follows:
 - Bulk Pickup Service - Per Item
 - Extra Yardage - Per Yard
 - Excess Disposal - Per Ton Over 9.99 Tons

EXHIBIT A (CONT'D.)

SERVICE PROVIDER'S SCOPE OF SERVICES

9. On-Call Services shall be invoiced by container size. This shall include container delivery and pickup of the following sizes:
- Roll off (20 yd.) Container
 - Roll off (30 yd.) Container
 - Roll off (40 yd.) Container
10. At various times throughout the year, containers will be required on a temporary basis. They shall be invoiced at the same rates as indicated for On-Call Services. The temporary needs are in addition to the dumpster locations listed below in item D.
- For July 4th, Thornton will require eight (8) 20 yard containers, four (4) for Carpenter Park and four (4) for Carpenter Field.
- D. Dumpster locations shall be as follows: Refer to Exhibit C Schedule of Charges for frequency of pickup, size, and number of containers.

LOCATION
Municipal Service Center (2-8 yd.) 8651 Colorado Boulevard 80229 City Hall (1-4 yd.) 9500 Civic Center Drive 80229
Justice Center – Police (1-4 yd.) 9551 Civic Center Drive 80229 (Same Campus as City Hall on west side)
Justice Center – Municipal Court (1-8 yd.) 9551 Civic Center Drive 80229 (Same Campus as City Hall on west side)
Active Adult Center (1-3 yd.) 9471 Dorothy Boulevard 80229
Community Center (1-8 yd.) 2211 Eppinger Boulevard 80229
Thornton Water Treatment Plant (1-4 yd.) 9520 Ellen Court 80229
Wes Brown Water Treatment Plant (1-4 yd.) 3651 E. 86 th Avenue 80229
Margaret W. Carpenter Recreation Center (2-3 yd.) 11151 Colorado Boulevard 80233
Infrastructure Maintenance Center (3-3 yd.) 12450 Washington Street 80241
Thorncreek Golf (1-8 yd.) 13555 Washington Street 80241

EXHIBIT A (CONT'D.) SERVICE PROVIDER'S SCOPE OF SERVICES

LOCATION
Water Resource Department (1-3 yd.) 7600 Dahlia Drive 80022
Fleet Facility (First Vehicle Services, Inc.) (1-3 yd.) 1330 East 126 th Avenue 80241
Fossil Ridge Public Safety Center (1-3 yd.) 13150 Quebec Street 80602
Special Roll Off Containers - On Call Basis
Municipal Service Center (1-20 yd.) and (2-30 yd.) 8651 Colorado Blvd. 80229
Carpenter Fields (1-30 yd.) 11003 Colorado Blvd. 80229
Trail Winds Park (1-30 yd.) 13315 Holly Street 80241
Thorncreek Golf (1-30 yd.) 13555 Washington Street 80241
Thornton Water (1-30 yd.) 8200 Dahlia Drive 80022
Seasonal Containers
Community Center/City Pool (1-3 yd.) 2141 East 95 th Avenue 80229
Park Village Pool (1-3 yd.) 4051 Summit Grove Parkway 80241
Fukaye Ball Park (1-3 yd.) 101 McKay Road 80229

****Thornton reserves the right to change pick-up days
subject to mutual agreement of the Parties.****

The trash to be collected by the Service Provider pursuant to this Agreement will not contain any hazardous materials, waste or substance; toxic substances, waste or pollutants; contaminants; infectious waste; medical waste or radioactive waste (collectively "Excluded Waste") each as defined by applicable federal, state, or local laws or regulations. If Excluded Wastes is deposited in any dumpster and such Excluded Waste is conclusively determined to have been generated by Thornton, Service Provider shall have the right, at Thornton's expense to take all reasonable and prudent measures to remove and properly dispose of the Excluded Waste in a manner which meets all applicable laws. Service Provider shall acquire all title to trash when it is loaded into Service Provider's truck. Title to and liability for any Excluded Waste shall remain within the generator of such Excluded Waste and at no time pass to Service Provider.

EXHIBIT B
SERVICE PROVIDER'S PERSONNEL AND SUBCONTRACTORS
LISTING

No contractor, subcontractor or third-party, entity to provide the listed services.

EXHIBIT C

SCHEDULE OF CHARGES

Location	Number of Pick-ups Per week	Size of Container	Number of Containers	Price per Container Per pickup	Monthly Cost Per Location
Municipal Service Center	One (1) W	8 yd.	2	\$ 20.00	\$ 176.66
City Hall	Five (5) M-F	4 yd.	1	\$ 20.00	\$ 220.83
Justice Center	Five (5) M-F	4 yd.	1	\$ 20.00	\$ 220.83
Municipal Court	Five (5) M-F	8 yd.	1	\$ 20.00	\$ 441.66
Senior Center	Three (3) M,W,F	3 yd.	1	\$ 20.00	\$ 99.37
Community Center	Three (3) M,W,F	8 yd.	1	\$ 20.00	\$ 265.00
Thornton Water Treatment Plant	One (1) W	4 yd.	1	\$ 20.00	\$ 44.17
Wes Brown Water Treatment Plant	One (1) W	4 yd.	1	\$ 20.00	\$ 44.17
Margaret W. Carpenter Recreation Center	Six (6) M-Sat	3 yd.	2	\$ 20.00	\$ 397.49
Infrastructure Maintenance Center	Three (3) M,W,F	3 yd.	3	\$ 20.00	\$ 298.12
Thorncreek Golf	Five (5) M-F	8 yd.	1	\$ 20.00	\$ 441.66
Water Resources Department	On call	Rear Load 3 yd.	1	\$ 20.00	Priced per service
Fleet Facility	One (1) W	3 yd.	1	\$ 20.00	\$ 33.12
Fossil Ridge Public Safety Center	Five (5) M-F	3 yd.	1	\$ 20.00	\$ 165.62
Special Roll Off Containers – On-Call Basis					
Municipal Service Center	On Call	20 yd. 30 yd.	1 2	\$ 274.00 \$ 274.00	Priced per service Priced per service
Carpenter Fields	On Call	30 yd.	1	\$ 274.00	Priced per service
Trail Winds Park	On Call	30 yd.	1	\$ 274.00	Priced per service
Thorncreek Golf	On Call	30 yd.	1	\$ 274.00	Priced per service
Thornton Water	On Call	30 yd.	1	\$ 274.00	Priced per service
Seasonal Containers					
Community Center/City Pool	Three (3) M,W,F	3 yd.	1	\$ 20.00	\$ 99.37
Park Village Pool	Two (2) Tu, Thur	3 yd.	1	\$ 20.00	\$ 66.25
Fukaye Ball Park	One (1) Tu	3 yd.	1	\$ 20.00	\$ 33.12

****All charges listed above shall include all fees, taxes, disposal fees, and surcharges.****

EXHIBIT C (CONT'D.)
SCHEDULE OF CHARGES

On-Call Services shall be invoiced by container size. This shall include container delivery and pickup of the following sizes:

Roll off (20 yd.) Container - \$ 299.00
Roll off (30 yd.) Container - \$ 299.00
Roll off (40 yd.) Container - \$ 299.00

Additional Services shall be invoiced as follows:

Bulk Pickup Service - \$ 15.90 per item
Extra Yardage - \$ 14.90 per yard
Excess Disposal - \$ 29.90 per ton over 9.99 tons



**City of
Thornton**

**MEMORANDUM
Support Services**

DATE: April 2, 2019

Route to:	Date Received	Date Signed	Initials
Luis Corchado, City Attorney	4-2-19 (cc)	4-4-19	LC
Robb Kolstad, Assistant City Manager	4/2/19	4/5/19	RK
Support Services Admin (for logging)	4/3/19	4/5/19	MS
Maria Ostrom, Finance Director	✓	✓	MO
Sean Saddler, PE, Contracts & Purchasing Director	4/5/19	4/5/19	SS
Kristen N. Rosenbaum, City Clerk	4/8/19	4/8/19	KR

FROM: Mary Sanchez, CPPB, Buyer II *MS*
Susan White, CPM, Purchasing Manager

SUBJECT: Agreement with Republic Services, requiring your signature

PROJECT: Dumpster Collection Services, Project No. 253-18

BUDGET IMPACTS: \$ 53,600 estimated for 2019 Paid via P-card
 \$ 24,000 from Account No. 40255.7132
 \$ 21,600 from Account No. 40410.7132
 \$ 3,900 from Account No. 40420.7132
 \$ 1,600 from Account No. 40421.7132
 \$ 1,500 from Account No. 40253.7132
 \$ 1,000 from Account No. 10570.7132

This Agreement is required for dumpster collection services at multiple Thornton locations.

The enclosed documents are submitted for your review and signature.

- Prior Legal review by Michael Hickman
- This is a routine document with standard revisions/customization to the menu driven items of Thornton's standard document.
- This document contains modifications (listed below) to Thornton's routine document which may be considered out of the ordinary or of note and may require additional review. _____
- Current Master Agreement
- Other Master [Agreement or Contract]
Reason: _____

file: Dumpster Collection Services, Project No. 253-18