



PUBLIC WORKS DEPARTMENT
MEMORANDUM #2012-57

DATE: November 26, 2012

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: William Simmons, City Manager 
David H. Willett, Director of Public Works 

SUBJECT: CR – 120; Landfill Services Contract

BACKGROUND

In December of 2009 the city of Northglenn and city of Thornton combined their Landfill Services bid (Thornton bid # 198-09) to optimize potential for better unit pricing. Bids were opened on November 9th, 2009, with a total of three (3) bidders responding. Denver Regional Landfill (now Front Range Landfill) was the low bidder with a unit price of \$12.50 per ton. This price was subject to additional surcharges and fees added by the State. The initial 2012 rate was \$13.35 per ton including State of Colorado surcharges and fees. The State imposes fees for a variety of programs including air quality, recycling incentives and others. On July 1st, 2012 a surcharge of \$.36 per ton was eliminated reducing the City's current rate to \$12.99 per ton.

The original contract had provisions for Northglenn and Thornton to extend the contract in four additional 1-year increments (total 5 years) with price adjustment after the second year for CPI subject to annual appropriation. CPI for 2013 is 1.8%.

Front Range Landfill owns and operates a landfill in Erie, Colorado and the City utilized this facility throughout 2012. Front Range Landfill has signed an Agreement to provide landfill services at a proposed bid price of \$13.19 per ton for calendar year 2013. A copy of the Agreement is attached to this memo for Council reference

BUDGET IMPLICATIONS:

The City of Northglenn generates approximately 15,000 tons of residential trash annually. Curbside recycling has had an impact on the total volume of trash sent to the landfill. It is estimated that the 2012 year end trash volume will be approximately 14,800 tons, down 3% from the 2011 total of 15,250 tons. Additionally, trash cart sales have dropped 27% in 2012 and it is estimated that between 1,300 and 1,400 tons of material will be recycled. The 2012 requested budget for landfill services was \$230,000. Due to reduced volumes, estimated year end expenditures are approximately \$196,000. The proposed 2012 Public Works Sanitation budget includes \$200,000 (15,000 tons x \$13.19 per ton + \$197,850) for landfill services. On July 1st, 2013, electronic waste will be banned from the landfill. This will further reduce the total tonnage. An amount of \$30,000 has been proposed in the 2013 budget for e-waste recycling.

RECOMMENDATION:

Staff recommends City Council approve a Resolution authorizing the Mayor to sign an Agreement with Front Range Landfill and to allow the City Manager to issue a Purchase Order in an amount not to exceed \$200,000.

STAFF REFERENCE:

David Willett, P.E., Director of Public Works dwillett@northglenn.org or 303.450.8783
Norman Bell, PW Operations Superintendent nbell@northglenn.org or 303.450.4005

Attachment: Landfill Services Agreement

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-120
Series of 2012

Series of 2012

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND FRONT RANGE LANDFILL, INC. FOR CALENDAR YEAR 2013 LANDFILL SERVICES IN AN AMOUNT NOT TO EXCEED \$200,000

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

Section 1. The Service Agreement between the City of Northglenn and Front Range Landfill, Inc., attached hereto, in an amount not to exceed \$200,000 for landfill services for calendar year 2013, subject to annual appropriation and City Council approval of the 2013 Sanitation Fund budget, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this ____ day of _____, 2012.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the City of Northglenn (hereinafter referred to as "Northglenn") Front Range Landfill, Inc. (hereinafter referred to as "Service Provider"), or jointly known as the "Parties".

WITNESSETH:

WHEREAS, Northglenn requires Landfill Services (hereinafter referred to as "Project"); and

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

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

I. SERVICE PROVIDER'S SCOPE OF WORK

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

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

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a higher numerical value.

In addition, during the term of this Agreement, Northglenn shall deliver to the Landfill (as hereinafter defined) and the Service Provider shall accept at the Landfill all non-hazardous municipal solid waste (meeting all requirements of federal, state and local law) collected as part of Northglenn's residential trash pickup program ("Acceptable Waste"). For purposes of this Agreement, the term Solid Waste excludes, and Northglenn agrees not to deliver for disposal at the Landfill any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic, hazardous material, or other special waste as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Title, risk of loss and all other incidents of ownership to Acceptable Waste shall be transferred to Service Provider at the time Service Provider accepts delivery of Acceptable Waste at the working face of the Landfill. Title to and liability for any Excluded Waste shall remain with Northglenn. Waste materials which are discovered to include any Excluded Waste may be refused or rejected by Service Provider at any time (even after acceptance by Service Provider), and Northglenn shall be responsible for, and bear all expenses and damage

incurred by Service Provider, as a result of Excluded Waste delivered to the Landfill by Northglenn or on Northglenn's behalf, and in the reloading and removal of Excluded Waste disposed in the Landfill.

II. COMPENSATION

In consideration for the completion of the Services by Service Provider, Northglenn will pay Service Provider for the actual number of tons of acceptable waste multiplied by the billable per ton rate in accordance with the Schedule of Charges in Exhibit "B" attached hereto and incorporated by reference herein. Detailed monthly invoices shall be rendered by Service Provider, and shall be due and payable thirty (30) Calendar Days after date of receipt of a complete and correct invoice by Northglenn. Invoices shall reference the purchase order number assigned by Northglenn. No Services shall be performed without a purchase order to the Service Provider from Northglenn.

The rates shall remain fixed for the initial Agreement term. Rates for the subsequent renewal terms shall be negotiated and agreed upon by the Parties prior to the beginning of each such renewal term; provided, however, that increases in rates shall not exceed the inflation rate defined by the Denver-Boulder-Greeley, Colorado, CPI Index.

III. CHANGES IN SERVICE PROVIDER'S SCOPE OF SERVICES

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

IV. PROFESSIONAL RESPONSIBILITY

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

V. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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

- B. Pursuant to Colorado Law, a Service Provider whose performance of Services involves provision of a service and not provision of a specific end product shall by signature and attestation below certify to the following:
1. Service Provider, as of the date of this Agreement or order, shall not knowingly employ or contract with an illegal alien who will perform Services under this Agreement.
 2. Service Provider shall participate in either the E-Verify Program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its Department of Labor and Employment (the "Department") pursuant to successor program, or the Department Program, which is the employment verification program established by the Colorado Section 8-17.5-102 (5) C.R.S.
 3. Service Provider has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement through participation in either the E-Verify Program or the Department Program.
 4. Service Provider shall not enter into a contract with a subcontractor that fails to certify to Service Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement.
 5. Service Provider shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 6. If Service Provider obtains actual knowledge that a subcontractor performing Services under this Agreement employs or contracts with an illegal alien, Service Provider shall:
 - a. Notify the subcontractor and Northglenn within three (3) Calendar Days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subcontractor if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Service Provider shall not terminate the subcontract with the subcontractor if during such three (3) Calendar Days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 7. Service Provider shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking

pursuant to the authority established by Colorado Law.

8. If Service Provider violates any provision of this certification, Northglenn may terminate this Agreement for breach of Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to Northglenn.
9. The Service Provider's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over this Agreement shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though herein written out in full.

VI. INDEMNIFICATION

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

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

VII. INSURANCE

- A. The Service Provider agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:
1. Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Evidence of qualified self-insured status may be substituted.
 2. Commercial General Liability Insurance (**MINIMUM LIMITS**)

(1) Each Occurrence	\$1,000,000
(2) Products/Completed Operations Aggregate	\$1,000,000
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$1,000,000
- The policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of (1) premises-operations; (2) products and completed operations including materials designed, furnished, and/or modified in any way by Service Provider; (3) independent subcontractors; (4) contractual liability risk covering the indemnity obligations set forth in this Agreement; and, (5) where applicable, liability resulting from explosion, collapse, or underground exposures.
- If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of the Service Provider's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.
 4. Other insurance with varying limits which from time to time may reasonably be required by the mutual Agreement of Northglenn and Service Provider against other insurable hazards relating to the Services to be done.
- B. Service Provider shall procure and maintain and shall cause any subcontractor of the Service Provider to procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Northglenn. All coverages shall be continuously maintained to cover all

liability, claims, demands, and other obligations assumed by the Service Provider pursuant to Section A of this Clause. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- C. The Service Provider shall name Northglenn, its officers, agents, and employees as additional insureds with respect to the liability coverage in Paragraph 2 above. A Certificate of Insurance shall be completed and forwarded along with the Additional Insured Endorsement to Northglenn by the Service Provider's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Northglenn **prior to commencement of any services under this Agreement.** The completed Certificate of Insurance and Additional Insured Endorsement shall be sent to:

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

- D. Failure on the part of the Service Provider or subcontractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of Agreement upon which Northglenn may immediately terminate this Agreement, or at its discretion, Northglenn may procure, or renew any such policy, or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by Northglenn shall be repaid by Service Provider to Northglenn upon demand, or Northglenn may offset the cost of the premiums against any monies due to Service Provider from Northglenn.
- E. Northglenn reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Service Provider agrees to execute any and all documents necessary to allow Northglenn access to any and all insurance policies and endorsements pertaining to this particular Project.
- F. Every policy required above shall be primary insurance and any insurance carried by Northglenn, its officers, or its employees shall be excess and not contributory insurance to that provided by the Service Provider. The Service Provider shall be solely responsible for any deductible losses under the policies required above.
- G. Service Provider shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- H. The Parties hereto understand and agree that Northglenn, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections

provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to Northglenn, its agents, officers, or employees.

VIII. INDEPENDENT CONTRACTOR

It is understood and agreed by and between the Parties that the status of the Service Provider shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that the Service Provider is an employee or officer of Northglenn for any purpose whatsoever.

Without limiting the foregoing, the Parties hereby specifically acknowledge that the Service Provider is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Service Provider or some other entity besides Northglenn, that the Service Provider is not entitled to Workers' Compensation benefits from Northglenn and that the Service Provider is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement. The Parties further acknowledge that the provisions of this paragraph are consistent with the Service Provider's insurance obligations which are set forth in this Agreement.

IX. TERMINATION

This Agreement shall terminate on December 31, 2013, or upon Northglenn providing Service Provider with seven (7) Calendar Days advance written notice, whichever occurs first, unless otherwise provided herein. In the event this Agreement is terminated by Northglenn's issuance of said written Notice of Intent to Terminate, Northglenn shall pay Service Provider for all Services previously authorized and completed prior to the date of the Notice of Termination. If, however, Service Provider has substantially or materially breached the standards and terms of this Agreement, Northglenn shall have any remedy or right of set-off available at law and equity. Notwithstanding the foregoing, Northglenn, at its sole option, may renew this Agreement for up to three (3) additional one (1) years terms, for a period not to exceed five (5) total years. The rates shall remain fixed for the initial term. Rates for the subsequent renewal terms shall be negotiated and agreed upon by the Parties prior to the beginning of each such renewal term, provided, however, that increases in rates shall not exceed the inflation rate defined by the Denver-Boulder-Greeley, Colorado, CPI Index.

X. AGREEMENT MADE IN COLORADO AND VENUE

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

XI. ENTIRE AGREEMENT

The Parties acknowledge and agree that the provisions contained herein constitute this

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

XII. ASSIGNMENT

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

XIII. NO WAIVER OF RIGHTS

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

XIV. INSPECTION OF RECORDS

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

XV. CONFLICT OF INTEREST

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

XVI. COORDINATION OF SERVICES

Service Provider shall fully coordinate its Services with other service providers, contractors, or other entities performing work which interfaces with or is affected in any way

by Service Provider's Services, and with any interested City or other governmental agencies.

XVII. NON-DISCRIMINATION

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

XVIII. ADVERTISING AND PUBLIC DISCLOSURES

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

XIX. TIME IS OF THE ESSENCE

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

XX. INUREMENT

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

XXI. HEADINGS

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

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

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

XXIII. NORTHGLENN EXECUTION OF CONTRACT

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

XXIV. TAXES AND LICENSES

Service Provider shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to Services which it performs under this

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

XXV. SEVERABILITY

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

XXVI. NO THIRD PARTY BENEFICIARIES

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

XXVII. NOTICE

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

NORTHGLENN: City of Northglenn
 Attn: David Willett, P.E.
 Director of Public Works
 11701 Community Center Dr.
 Northglenn, CO 80233

SERVICE PROVIDER: Brian Karp, District Manager
 Front Range Landfill
 1830 Weld County Rd. 5
 Erie, Colorado 80516

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing, Mayor Date

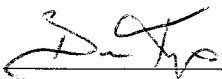
ATTEST:

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann Date
City Attorney

SERVICE PROVIDER:

By: 

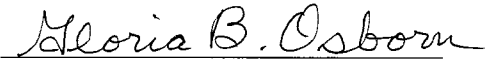
Its: District Manager

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 20th
day of November, ~~200~~²⁰¹², by Brian Karp
as the District Manager of Front Range Landfill.

My commission expires: May 2, 2014

(SEAL)



Notary Public

EXHIBIT "A"

SERVICE PROVIDER'S SCOPE OF SERVICES

Service Provider shall supply Landfill Services for all acceptable waste collected from Northglenn's residential trash pickup program. Additionally, Service Provider shall accept acceptable waste from Northglenn Resident Landfill Days.

Northglenn's Requirements:

1. **Delivery:** The Service Provider shall provide landfill services for Northglenn residential loads of acceptable waste, which are delivered by an automated side loader with a compacted carrying capacity of approximately twenty-eight (28) cubic yards or ten (10) tons, a rear load trash truck with a compacted carrying capacity of approximately twenty-seven (27) cubic yards or ten (10) tons, a roll-off truck with an uncompacted capacity of approximately 20 or 30 cubic yards and for special collections.
2. **Gate Receipt:** Service Provider shall supply a gate receipt to the driver for each load delivered. The landfill gate receipt shall include the following information:
 - Date;
 - Time;
 - Truck/vehicle unit number;
 - Net (empty) weight (if applicable);
 - Gross (loaded) weight;
 - Cubic yards (if applicable);
 - Total disposal fee; and
 - Northglenn's driver's signature.
3. **Resident Landfill Days** Northglenn hosts two (2) resident "Free" disposal days per calendar year, including one (1) day in the spring and one (1) day in the summer or fall, on dates to which Service Provider and Northglenn shall mutually agree.

Resident Landfill Day refuse costs shall be at no additional charge to Northglenn. Any costs that the Service Provider incurs shall be incorporated into the per ton price paid stated in Exhibit "B", Schedule of Charges.

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

4. **Location:** The landfill and/or disposal facility which is available for use under this Agreement is as follows (the "Landfill"):
 - 1830 Weld County Rd. 5, Erie, Colorado 80516

5. **Holiday Hours:** The landfill shall be open during reasonable business hours (at a minimum Monday through Friday 7:00 a.m. to 5:00 p.m.), including the following holidays, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day and Veterans' Day.
6. **Emergencies:** In case of an accident or emergency involving Northglenn's collection vehicles and/or employees at the landfill, the Service Provider shall contact and/or notify Northglenn's Project Manager within one (1) hour of the incident, and may be required to assist in participating in Northglenn's accident/emergency investigation.

EXHIBIT "B"
SCHEDULE OF CHARGES

All pricing includes all applicable taxes and charges. Northglenn is exempt from state and federal taxes.

Per ton pricing for Northglenn's refuse:

Price per ton for all loads including all applicable taxes and charges \$ 13.19/ton