



**PUBLIC WORKS DEPARTMENT
MEMORANDUM #2013-31**

DATE: December 9, 2013

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: John Pick, City Manager 
David H. Willett, Director of Public Works 

SUBJECT: CR – 142; Landfill Services Contract – Allied Waste Systems of Colorado, LLC

BACKGROUND

The city of Northglenn and city of Thornton combined their 2014 Landfill Services bid (Thornton bid # 104-14) to optimize the potential for better unit pricing. Bids were opened on November 12, 2013, with a total of three (3) bidders responding. Allied Waste Systems of Colorado, LLC was the low bidder with a unit price of \$11.00 per ton. Allied Waste Systems owns and operates two nearby landfills – Commerce City and Golden.

Allied Waste Systems has signed an Agreement to provide landfill services at a proposed bid price of \$11.00 per ton for calendar year 2014. A copy of the Bid Summary and the Agreement are attached to this memo for Council reference.

BUDGET IMPLICATIONS

The city of Thornton has selected Allied Waste Systems to provide their 2014 landfill service. The city of Northglenn considered travel distance, fuel price, accessibility of the landfill, and the combined-bid tipping fee (**\$11/ton**) before agreeing to recommend Allied Waste Systems to Council as the most cost effective contractor to provide the 2014 landfill services.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would:

- 1) Authorize the Mayor to sign an Agreement with Allied Waste Systems of Colorado, LLC for the 2014 Landfill Services in the amount not to exceed \$200,000.

Staff recommends approval of the proposed Resolution.

STAFF REFERENCE

Kent Kisselman, P.E., PW Ops Superintendent kkisselman@northglenn.org or 303.450.4005

Attachment: Bid Summary, Landfill Services Agreement

Bid Tabulation

Use Multiple Pages as Necessary

All responsive bidders must be annotated on Bid Tab - to include no-bid responses. Attach BidNet list of all companies notified.

Bid Type (check all that apply)		Bidder Information		One (1)		Two (2)		Three (3)		Four (4)		Five (5)	
		Name		Allied Waste Systems of Colorado, LLC		Front Range Landfill, Inc.		Waste Management					
Verbal		Address		8480 Tower Road		1830 Weld County Road 5		7780 East 96th Avenue					
Written		City, State, ZIP		Commerce City, CO 80022		Erie, CO 80516		Henderson, CO 80640					
<input checked="" type="checkbox"/> Competitive		Point of Contact (POC)		Steve Hizel		Dan Gudgel		Matt Clair					
Single/Sole Source		Email address		hizel@republicservices.com		dang@wasteconnections.com		mclair@wm.com					
		Telephone		303-589-9228		303-673-9431		303-210-6236					
		Date of Submission		12-Nov-13		12-Nov-13		12-Nov-13					
Agreement Type (check one)		Delivery Date or Lead Time (Days)		0-DAYS		0-DAYS		0-DAYS					
		Payment Terms		Net 30 days		Net 30 days		Net 30 days					
<input checked="" type="checkbox"/> Contract		Ship Via		N/A		N/A		N/A					
Purchase Order		FOB Point		DESTINATION		DESTINATION		DESTINATION					
		Bonds Provided - Circle as Appropriate		Yes No		Yes No		Yes No		Yes No		Yes No	
		Insurance Met - Circle as Appropriate		Yes No		Yes No		Yes No		Yes No		Yes No	
Item	Qty	Unit	Description of Supplies/Services	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Primary Service Provider													
1	1	ton	Per ton pricing on 100% of Thornton's and Northglenn's combined refuse	\$ 11.00	\$ 11.00	\$ 12.16	\$ 12.16	\$ 28.00	\$ 28.00				
2	1	ton	Per ton pricing on 50% of Thornton's and Northglenn's combined refuse	\$ 11.00	\$ 11.00	\$ 18.00	\$ 18.00	\$ 28.00	\$ 28.00				
3	1	ton	Per ton pricing on 100% of Thornton's refuse	\$ 11.00	\$ 11.00	\$ 12.16	\$ 12.16	\$ 28.00	\$ 28.00				
4	1	ton	Per ton pricing on 50% of Thornton's refuse	\$ 11.00	\$ 11.00	\$ 18.00	\$ 18.00	\$ 28.00	\$ 28.00				
5	1	ton	Per ton pricing on 100% of Northglenn's refuse	\$ 11.00	\$ 11.00	\$ 15.00	\$ 15.00	\$ 28.00	\$ 28.00				
6	1	ton	Per ton pricing on 50% of Northglenn's refuse	\$ 11.00	\$ 11.00	\$ 24.32	\$ 24.32	\$ 28.00	\$ 28.00				
Backup Service Provider													
7	1	ton	Per ton pricing on 100% of Thornton's and Northglenn's combined refuse	\$ 15.00	\$ 15.00	\$ 18.24	\$ 18.24	\$ 28.00	\$ 28.00				
8	1	ton	Per ton pricing on 50% of Thornton's and Northglenn's combined refuse	\$ 15.00	\$ 15.00	\$ 18.24	\$ 18.24	\$ 28.00	\$ 28.00				
9	1	ton	Per ton pricing on 100% of Thornton's refuse	\$ 15.00	\$ 15.00	\$ 18.24	\$ 18.24	\$ 28.00	\$ 28.00				
10	1	ton	Per ton pricing on 50% of Thornton's refuse	\$ 15.00	\$ 15.00	\$ 18.24	\$ 18.24	\$ 28.00	\$ 28.00				
11	1	ton	Per ton pricing on 100% of Northglenn's refuse	\$ 15.00	\$ 15.00	\$ 18.24	\$ 18.24	\$ 28.00	\$ 28.00				
12	1	ton	Per ton pricing on 50% of Northglenn's refuse	\$ 15.00	\$ 15.00	\$ 18.24	\$ 18.24	\$ 28.00	\$ 28.00				
SUB-TOTAL				0	\$ 156.00	0	\$ 209.08	0	\$ 336.00	0	\$ -	0	\$ -
LPD			Local Preference Discount - Lesser of 5% or \$5000	\$7.80	\$ -	\$10.45	\$ -	\$16.80	\$ -	\$0.00	\$ -	\$0.00	\$ -
			Transportation/Shipping/Freight (If Separate Line Item)		\$ -		\$ -		\$ -		\$ -		\$ -
GRAND TOTAL					\$ 156.00		\$ 209.08		\$ 336.00		\$ -		\$ -
Recommend Award to:				Award Number:				Project Number & Name: 104-14 Landfill Services					
				Buyer Name: Susan White, C.P.M. Senior Purchasing Analyst				Buyer Signature:				Date:	
				Department Manager Name: James L. Folkestad, C.P.M., Purchasing Manager				Manager Signature:				Date:	

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-142
Series of 2013

Series of 2013

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ALLIED WASTE SYSTEMS OF COLORADO, LLC FOR CALENDAR YEAR 2014 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 Allied Waste Systems of Colorado, LLC, attached hereto, in an amount not to exceed \$200,000 for landfill services for calendar year 2014, subject to annual appropriation and City Council approval of the 2014 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 _____, 2013.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EXHIBIT "3"

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Allied Waste Systems of Colorado, LLC (Republic Services) (herein referred to as "Contractor").

RECITALS:

A. The City requires professional services.

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

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

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by

Contractor, the City shall pay Contractor an amount not to exceed two hundred thousand dollars (\$200,000). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Contractor in performing all services hereunder.

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

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

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Contractor shall commence work on all its obligations as set forth in the Scope of Services or that

portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Contractor shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

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

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. ILLEGAL ALIENS

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

B. **Prohibited Acts.** Contractor shall not:

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

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

C. **Verification.**

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

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

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

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

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish

that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

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

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

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

IX. INDEMNIFICATION

The Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its officers, employees, agents and their insurers, from the 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 Contract, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of the Contractor, the Contractor's employees, subcontractors or anyone else employed directly or indirectly by the Contractor, Contractor's employees or subcontractor.

The Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims or demands at the sole expense of the Contractor, or at the option of the City, Contractor agrees to pay the City or reimburse the City for defense costs incurred by the City in connection with any such liability, claims, or demands. The Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

X. INSURANCE

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

amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to Section IX. above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. General Public liability insurance to be written with a limit of liability of not less than one million dollars (\$1,000,000) 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 (\$2,000,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two 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 not be less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident and not less than two million dollars (2,000,000) for all damages arising out of injury to, or destruction of property, including the City's property, during the policy period. The General Public Liability Insurance policy shall include coverage for explosion, collapse and underground hazards. The policy shall contain a severability of interests provision.

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

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

under any policy required above.

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

City of Northglenn
Attn: Keith Kovach
11701 Community Center Drive
Northglenn, Colorado 80233-8061

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

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

8. The parties hereto understand and agree that the City, 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 (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

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

XII. TERMINATION

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

XIII. CONFLICT OF INTEREST

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

XIV. VENUE

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

XV. INDEPENDENT CONTRACTOR

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

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

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

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

XIX. NOTICE

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

The City: City of Northglenn
ATTN: Mr. John Pick, City Manager
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Contractor:

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

CITY OF NORTHGLENN, COLORADO

By: _____
Date

ATTEST:

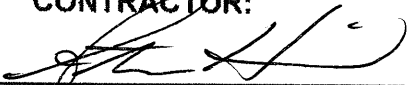
Title

Johanna Small, CMC Date
City Clerk

APPROVED AS TO FORM:


Corey Y. Hoffmann Date
City Attorney

CONTRACTOR:

By: 

ATTEST:

STEVEN H. HILL

By: 

Print Name

PUBLIC WORKS SUPERINTENDENT MTD 11/27/13
Title Date

Print Name

City's Contract # _____

David Willett, PE Date
Director of Public Works

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

FROM: Republic Services
(Prospective Contractor)

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

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 27 day of November, 2013

Prospective Contractor Republic Services

By: [Signature]

Title: GENERAL MANAGER

Finance Dept Use Only
Initials _____
Date _____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

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

OR

I, _____, am an owner/member/shareholder of _____, 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 City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

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

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

- 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 City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.

OR

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

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

Signature

Date

Finance Dept Use Only
Initials _____
Date _____

**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION
for the NO EMPLOYEE AFFIDAVIT**

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

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 City of Northglenn (the "City"), hereby affirm that:

- 1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;
- 2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
- 3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Contractor Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2009, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

For the DEPARTMENT PROGRAM AFFIDAVIT

Finance Dept Use Only
Initials

Date



November 12, 2013

Thank you for this opportunity to present information and pricing for the Landfill Services RFP Project No. 104-14 on behalf of the Cities of Thornton and Northglenn. We will perform 100% of this work and none will be subcontracted. We have outlined a few key points that we feel will showcase our strengths. We look forward to a successful partnership with you, and truly appreciate your business.

- Allied Waste Systems of Colorado, LLC (Republic Services) owns and operates two Subtitle Class D Landfills in Colorado that are convenient to the customer base of the Cities of Thornton and Northglenn:

Tower Landfill
8480 Tower Road
Commerce City, CO 80022
303-459-8740
15.4 miles from 12450 Washington St.
14.0 miles from 12301 Claude Court

Foothills Landfill
8900 Highway 93
Golden, CO 80403
303-277-1119
21.3 miles from 12450 Washington St.
21.3 miles from 12301 Claude Court

- We have extensive experience handling Municipal Solid Waste (MSW) as well as many other types of non-hazardous Wastestreams. MSW does not require any specific analytical testing and will not need to be profiled prior to acceptance at our landfills. Each driver will receive a signed weight ticket reflecting the tonnage of material that was transported for disposal at our facility.
- The working face at both landfills are less than 1 mile from the entrance allowing a faster turn around time for your drivers. Disposal times at our Tower facility have been averaging 9-12 minutes from entrance to exit. Foothills has been averaging 7-9 minutes.
- All internal roads are constructed with pavement and/or rock making the roads accessible in the event of inclement weather.
- Tower Road is open 24 hours a day, M-F. Tower closes at 3pm on Saturday and reopens on Monday at 5 am. Foothills is open M-F from 6-4:30 and 7-3 on Saturdays.
- We are happy to support the Cities of Thornton and Northglenn in hosting Resident Landfill Days for 2014 at no additional charge to Thornton or Northglenn. We will also support the Cities of Thornton and Northglenn and their Special Collection Events for 2014
- There are approximately 37 years of life expectancy left at our Tower Landfill location, with no plans to ever move the landfills location.

Please do not hesitate to contact us if you have any questions or require additional information. Thank you for this opportunity to bid.

Very truly yours,

Steven Hize
General Manager, Post-Collections
Allied Waste Systems of Colorado, LLC / Republic Services
hize@republicservices.com
303-589-9228

EXHIBIT "1"

ACCEPTANCE OF CONDITIONS STATEMENT

A. Proposing firm indicates acceptance of the following conditions:

- 1. City of Thornton Charter Section 7.4 prohibits Thornton from making Contracts with firms which employ certain relatives of Thornton employees unless the City Council determines that the making of such a Contract is in Thornton's best interest.

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, Utilities Attorney, Utilities Director, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the proposing firm or this Request for Proposal, except as follows (list, if any):

n/a

- 2. I/we hereby agree to all instructions, terms and conditions, and specifications contained herein.

B. I/we acknowledge the following addenda (list, if any): n/a

Proposing Firm Name: Allied Waste Systems of Colorado, LLC

Address: 8480 Tower Road
Commerce City, CO 80022

Telephone Number: 303-459-8740

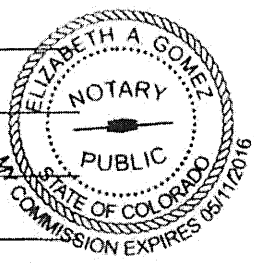
Submitted By: [Signature]

Title: General Manager (Signature)

Date: 11/12/13

Attest (by officer if corporation) or Notary (if individual): Elizabeth A Gomez

My Commission Expires (if notarized): 5/11/2016



THIS DOCUMENT SIGNED BEFORE ME ELIZABETH A GOMEZ
ON THIS 12TH DAY OF NOVEMBER 2013.

D. Submit the following information about Proposer's facility and operation.

1. State life expectancy of existing landfill(s): 37 years

2. State location of existing landfill(s): Primary facility: Tower Landfill
Tower Landfill Footfills Landfill
8480 Tower Rd 8900 Hwy 93
Commerce City, CO 80022 Golden, CO 80403

3. Detail any plans to move the landfill, include possible date and action plan.
Landfill will not be moved

4. State days and times of operation and holidays observed:
Tower opens at 5am Monday and is open 24hrs a day
until 3pm Saturday. Closed Sunday. Holidays observed:
Closed Thanksgiving Day, Christmas Day, and Newyears Day

5. Do you provide any recyclable material handling at your facility? NO
If so, would you be willing to be a backup to our recycle collection disposal?
It is possible that Thornton could deliver recyclable materials to your facility
four to six (4-6) times a year in an emergency situation.
not at this time

6. State any reasons that would cause the closure of the landfill during normal
working hours. none

7. Detail policies and procedures that ensure safety of all personnel (both
Thornton's and Northglenn's and Services Provider's employees) when a
waste vehicle pulls into your facility, dumps the waste load, and then leaves
your facility (signage, spotters, etc.)

Republic has a site-specific health and safety plan.
All employees participate in monthly safety meetings
and operators have daily tailgate meetings
Landfill has ample signage. General public kept
away from commercial working face. All people
within land fill property must wear proper PPE
including safety vests

8. State any safety precaution procedures that are available for dumping loads during rainy or wet weather conditions and what landfill areas are available. All roads are constructed and maintained to allow safe passage in all types of weather conditions. Additionally we have wet weather pads that assist commercial vehicles in inclement weather

9. State alternatives and policies for high wind. Note any reason that the landfill would be closed to customers. During a rare wind closure cities of Thornton and Northglenn may utilize Foothills Landfill, located at 8900 HWY 93 Golden, CO 80403

10. State all business hours, including the Saturdays following these holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. M-F Open 24hrs Close at 3pm Saturday. Closed Sunday re-open at 5am Monday
Only closed Thanksgiving Day, Christmas Day and Newyears Day

11. Proposing firm's contact information. Please include name, title, phone, and fax numbers.

For Landfill Services: Steven Hized, General Manager
303-589-9228
303-766-4969 fax
hized@republicservices.com

For Billing: Jessica Lucero, Accts. Receivable
303-459-8740
303-766-4969 fax
j.lucero@republicservices.com

EXHIBIT "C"

SCHEDULE OF CHARGES

All price proposals must be submitted on this form!

All pricing shall include all applicable taxes and charges. Thornton is exempt from state and federal taxes.

Primary Service Provider

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

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

Per ton pricing on 50% of Thornton's and Northglenn's combined refuse

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

Per ton pricing on 100% of Thornton's refuse

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

Per ton pricing on 50% of Thornton's refuse

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

Per ton pricing on 100% of Northglenn's refuse

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

Per ton pricing on 50% of Northglenn's refuse

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

Backup Service Provider

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

Price per ton for all loads including all applicable taxes and charges	\$.....15...../ton
--	--------------------

Per ton pricing on 50% of Thornton's and Northglenn's combined refuse

Price per ton for all loads including all applicable taxes and charges	\$.....15...../ton
--	--------------------

Per ton pricing on 100% of Thornton's refuse

Price per ton for all loads including all applicable taxes and charges	\$.....15...../ton
--	--------------------

Per ton pricing on 50% of Thornton's refuse

Price per ton for all loads including all applicable taxes and charges	\$.....15...../ton
--	--------------------

Per ton pricing on 100% of Northglenn's refuse

Price per ton for all loads including all applicable taxes and charges	\$.....15...../ton
--	--------------------

Per ton pricing on 50% of Northglenn's refuse

Price per ton for all loads including all applicable taxes and charges	\$.....15...../ton
--	--------------------

Prices are firm for Thornton until (minimum of sixty [60] Calendar Days from Proposal Submission Date): 11/12/13

Prices are firm for Northglenn until (minimum of sixty [60] Calendar Days from Proposal Submission Date): 11/12/13



References for Landfill Services, Project No. 104-14

1. Western Disposal
5880 Butte Mill Road
Boulder, CO 80301
Contact: Mike Seader
303-444-2037
2. Waste Management
7780 East 96th Avenue
Henderson, CO 80640
Contact: Matt Clair
303-797-1600
3. Gator Rubbish
PO Box 39
Henderson, CO 80640
Contact: Walt Tokunaga
303-655-0710
4. Gilpin County Road and Bridge
255 Braeher Park Road
Blackhawk, CO 80422
Contact: Nancy Larson
303-582-5004
5. City of Thornton
9500 Civic Center Drive
Thornton, CO 80229
Contact: Adam Lovato
720-977-6310

EXHIBIT "4"

REFERENCE AUTHORIZATION AND RELEASE FORM

CITY OF THORNTON

To:

By: Allied Waste Systems of Colorado, LLC
A Corporation
A Partnership whose address is _____
(Proposing firm) An Individual

Proposing firm has submitted a sealed Proposal to the City of Thornton (Thornton) for Landfill Services, Project No. 104-14.

Proposing firm hereby authorizes Thornton to perform such investigation of proposing firm as Thornton deems necessary to establish the qualifications, responsibility and financial ability of proposing firm. By its signature hereon, proposing firm authorizes Thornton to obtain reference information concerning the proposing firm and releases the Party providing such information named above and Thornton from any and all liability to proposing firm as a result of any such reference information provided.

Proposing firm further waives any right to receive copies of reference information provided to Thornton. A copy of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

By: [Signature]
Signature
Title: General Manager
Date: 11/12/13

EXHIBIT "5"

REFERENCE AUTHORIZATION AND RELEASE FORM

CITY OF NORTHGLENN


To:

By: Allied Waste Systems of Colorado, LLC A Corporation
(Proposing firm) A Partnership whose address is _____
An Individual

Proposing firm has submitted a sealed Proposal to the City of Northglenn (Northglenn) for Landfill Services, Project No. 104-14.

Proposing firm hereby authorizes Thornton to perform such investigation of proposing firm as Thornton deems necessary to establish the qualifications, responsibility and financial ability of proposing firm. By its signature hereon, proposing firm authorizes Thornton to obtain reference information concerning the proposing firm and releases the Party providing such information named above and Thornton from any and all liability to proposing firm as a result of any such reference information provided.

Proposing firm further waives any right to receive copies of reference information provided to Thornton. A copy of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

By: 
Signature
Title: General Manager
Date: 11/12/13