

**PUBLIC WORKS DEPARTMENT MEMORANDUM  
#37-2020**

**DATE:** November 23, 2020  
**TO:** Honorable Mayor Meredith Leighty and City Council Members  
**THROUGH:** Heather Geyer, City Manager *Hmg*  
**FROM:** Kent Kisselman, PE – Director of Public Works *FKK*  
**SUBJECT:** CR-160 – 2020 Landfill Services Addendum

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**PURPOSE**

City Council is considering CR-160, a resolution to approve a contract addendum with Allied Waste Systems of Colorado, LLC for landfill services in 2020.

**BACKGROUND**

The cities of Northglenn and Thornton have partnered on competitive bids for landfill services for the last 10 years. This strategy has led to favorable pricing and efficiency for both cities. In 2019, the cities signed their current contract with Allied Waste Systems, which operates landfills in Commerce City and Golden. The agreement is for an initial two-year period (2019 and 2020), with the option of one-year renewals through 2029. The cities pay \$13.20 per ton and \$30 per mattress or box spring.

The City has exceeded the allocated budget of \$200,000 for 2020 and is requesting \$25,000 to cover the cost through the end of the year.

**STAFF RECOMMENDATION**

Attached is CR-160, a resolution that, if approved, would authorize the Mayor to execute a contract addendum between the City and Allied Waste Systems of Colorado, LLC for 2020 Landfill Services in an amount not to exceed \$25,000. Staff recommends approval of CR-160.

**BUDGET/TIME IMPLICATIONS**

Funding to absorb the additional \$25,000 is available in the 2020 Sanitation Fund.

**STAFF REFERENCE**

If Council members have any questions they may contact Director of Public Works Kent Kisselman at 303.450.4005 or [kkisselman@northglenn.org](mailto:kkisselman@northglenn.org).

CR-160 – 2020 Landfill Services Addendum  
2020 Landfill Services Contract Addendum

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-160  
Series of 2020

\_\_\_\_\_  
Series of 2020

A RESOLUTION APPROVING ADDENDUM NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ALLIED WASTE/REPUBLIC SERVICES FOR CALENDAR YEAR 2020 LANDFILL SERVICES

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

Section 1. Addendum No. 1 to the Professional Services Agreement between the City of Northglenn and Allied Waste/Republic Services, attached hereto, in an amount not to exceed \$25,000 for landfill services for calendar year 2020 is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and Allied Waste/Republic Services (hereinafter referred to as "Contractor").

**RECITALS:**

A. On December 16, 2019 the City and Contractor entered into an Agreement for Professional Services for landfill services (the "Agreement").

B. The parties desire to supplement the Agreement with this Addendum #1 to allow for an additional scope of services for:

**Exhibit A, Additional Funds**

**AGREEMENT**

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Contractor shall provide to the City, professional landfill services as needed in the manner provided in the Agreement.

1. The Scope of Services in the Agreement is hereby supplemented to include the scope of services for Additional Funds attached hereto as **Exhibit A**, and incorporated herein by this reference (the "Additional Scope of Services"). Contractor shall commence work on the Additional Scope of Services within ten (10) days of the issuance of a Notice to Proceed.

2. Subparagraph A. of Article IV entitled "Compensation" is hereby amended to provide as follows:

A. Compensation shall not exceed \$25,000 for the work described in **Exhibit A** to this Addendum #1.

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Contractor. The original Agreement and this Addendum constitute all of the agreements between the City and the Contractor.

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

**CITY OF NORTHGLENN, COLORADO**

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

Meredith Leighty

Print Name

Mayor

Title

Date

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann, City Attorney

**CONTRACTOR**

By: 

G.M. 10/16/2020

Title

Date

ATTEST:



Finance Manager 10/14/2020

Title

Date

**EXHIBIT A**  
**SCHEDULE OF CHARGES**

**Primary Service Provider**

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

Price per ton for all loads including all applicable taxes and charges	\$ ..... 13.70 ...../ton
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**Per ton pricing on 100% of Thornton's refuse**

Price per ton for all loads including all applicable taxes and charges	\$ ..... 13.70 ..... /ton
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**Per ton pricing on 100% of Northglenn's refuse**

Price per ton for all loads including all applicable taxes and charges	\$ ..... 13.70 ..... /ton
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**Price for mattress and/or box spring (foundation box): \$30.00**

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