

**RESOLUTION NO. 2054**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN AGREEMENT WITH EDS WASTE SOLUTIONS, INC., TO PROVIDE FOR THE COLLECTION OF RESIDENTIAL WASTE INCLUDING RECYCLABLE MATERIALS FROM CERTAIN GOLDEN HOUSEHOLDS**

WHEREAS, on May 13, 2010, the Golden City Council adopted Chapter 4.82 of the Golden Municipal Code; and

WHEREAS, Chapter 4.82, established a residential waste collection service program which includes the collection of single stream recyclable materials; and

WHEREAS, EDS Waste Solutions, Inc., was selected by staff through a request for proposal process as the contractor best qualified to provide residential waste collection services.

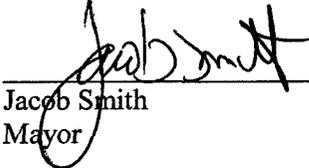
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

Section 1. The Agreement for residential waste collection services between the City of Golden and EDS Waste Solutions, Inc., is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the City.

Adopted this 13th day of May, 2010.



  
Susan M. Brooks, MMC  
City Clerk

  
Jacob Smith  
Mayor

Approved as to form:

  
David S. Williamson  
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular business meeting thereof held on the 13th day of May, A.D., 2010.



ATTEST:

  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

**AGREEMENT FOR RESIDENTIAL WASTE COLLECTION SERVICES**

**THIS AGREEMENT** is made and entered into the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between THE CITY OF GOLDEN, a Colorado home rule municipality, (hereinafter referred to as "Golden") and EDS WASTE SOLUTIONS, INC., a Colorado corporation, (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, the Contractor responded to Golden's Request for Proposals to provide residential waste collection services which includes single stream recycling; and

WHEREAS, Golden, having reviewed the response, desires that Contractor provide residential waste collection and recycling services.

THEREFORE, for and in consideration of the promises and covenants herein, the parties agree as follows:

**I. SCOPE OF SERVICES.**

Contractor agrees to provide the services set forth in the Scope of Services (Exhibit A) subject to the prices set forth in the Pricing Addendum (Exhibit B) and Fuel Surcharge Table (Exhibit C) are attached hereto and made a part of this Agreement. In the event of a conflict between Exhibit A, B or C, and this Agreement, the provisions of this Agreement shall prevail.

**II. GOLDEN OBLIGATIONS/CONFIDENTIALITY.**

Golden shall provide Contractor with data, information, reports and such other documentation as may be available to Golden, and reasonably required by Contractor to perform services under this Agreement. Such information shall include a master list of residential addresses eligible to receive the services specified in this Agreement. No information shall, unless as required by law, be disclosed by Contractor to third parties without prior written consent of Golden. All documents provided by Golden to Contractor shall be returned to Golden. Contractor is authorized by Golden to retain copies of such data and materials at Contractor's expense.

To the extent either party provides confidential information including business plans, strategies, and financial information, proprietary, patented, licensed or trademarked information and or technical information regarding the performance of any duties set forth in the Agreement the receiving party shall protect the information from being disclosed.

However, neither party shall be required to hold confidential any information that becomes publicly available other than through the receiving party, is required to be disclosed by Golden in accordance with the Colorado Open Records Act CRS 24-72-201 et. seq., is independently developed by the receiving party or becomes available to the receiving party without restriction of confidentiality from a third party.

**III. COMPENSATION.**

A. Contractor shall bill Golden monthly on an aggregate (huh?) basis for services provided. Contractor's bill shall be submitted in an electronic format acceptable to Golden and summarize all services provided, detail the charges by address, and list the addresses where the service level has been changed. Golden shall pay each bill within 10 business days of receipt. Golden may upon notice audit Contractor's billing records as they pertain to the Agreement

B. Golden shall provide an advance payment a minimum of one week prior to the commencement of service that is equal to the estimated billing for the first month of service under this agreement.

#### **IV. COMMENCEMENT OF WORK.**

Upon providing proof of insurance as provided herein, Contractor shall upon the parties' execution of the Agreement, commence work on all of its obligations in accordance with the Scope of Services.

#### **V. CHANGES IN SCOPE OF SERVICES.**

A change in the Scope of Services shall constitute any change or amendment of services or work, which is different from or additional to that specified in the Scope of Services. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by Golden. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including any claims based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of Golden 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.

#### **VI. 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 timely performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professionals in the same or similar type of work in the applicable community.

#### **VII. TERM AND TERMINATION.**

A. The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and shall terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. The Agreement shall, absent notification by Golden of non-renewal for non-appropriation continue on an annual basis for four (4) additional one-year terms.

B. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, Golden's obligations under this Agreement are subject to annual appropriation by the City Council of the City of Golden. Any failure of a City Council annually to appropriate adequate monies to finance Golden's

obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Contractor of any failure to appropriate such adequate monies.

C. In the event of a breach by either party of the terms and conditions of this Agreement, the non-breaching party may give notice to the other party stating that such breach has occurred and giving the other party 30 days notice to cure such breach. If the breach is not cured within the stated timeframe, the non-breaching party may terminate this Agreement and the other party shall pay, if applicable, the proportionate part of such party's compensation as shall actually have been earned, less any damages suffered by the non-breaching party. Absent non-appropriation, if a breach by Golden results in termination of this Agreement, within 30 days of such termination Golden will purchase all program carts from Contractor, at the rate agreed upon in this Agreement.

## **VII. COMPLIANCE WITH LAW.**

The work and services to be performed by Contractor hereunder shall be done in compliance with all applicable federal, state, county and local laws, ordinances, rules and regulations.

## **IX. INSURANCE.**

A. Contractor 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 Employers' Liability Insurance.

2. Commercial General or Business Liability Insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and FOUR MILLION DOLLARS (\$4,000,000.00) general aggregate.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for any one occurrence, ONE MILLION DOLLARS (\$1,000,000) aggregate, with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor who utilizes an automobile in providing services to Golden under this Agreement.

B. If approved by Golden, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

C. Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Golden. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. A Certificate of Insurance shall be completed by the Contractor'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 Golden prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to Golden. The completed Certificate of Insurance shall be sent to:

City of Golden  
Attn: Jeff Hansen, Finance Director  
911 10<sup>th</sup> St.  
Golden, CO 80401

E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement upon which Golden may immediately terminate this Agreement, or at its discretion, 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 Golden shall be repaid by the Contractor to Golden upon demand, or Golden may offset the cost of the premiums against any monies due to Contractor from Golden.

F. Golden shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that Golden, its officers, officials and 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, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available at law or equity to Golden, its officers, officials, or employees.

#### **X. INDEMNIFICATION.**

Contractor agrees to indemnify and hold harmless Golden and its officers, employees and officials from and against all liability, claims, demands and expenses, including court costs and reasonable attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work, duties or services to be performed under this Agreement, if such injury, loss or damage is caused by, or is claimed to be caused by the negligent act or omission, error, professional error, mistake, accident, or other fault of the Contractor or any officer, agent, employee or subcontractor of the Contractor. The obligations of this section shall not apply to damages which Golden shall become liable by final judgment to pay a third party as a result of the negligent act or omission, error, professional error, mistake accident or fault of Golden.

#### **XI. BINDING EFFECT/NON-ASSIGNABILITY.**

Golden and Contractor each binds itself, its successors, and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. 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. DEFAULT/ATTORNEY FEES.**

In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

**XIII. 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 Jefferson, State of Colorado.

**XIV. INDEPENDENT CONTRACTOR.**

Contractor is an independent contractor. Notwithstanding any provision 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 agent of Contractor for all purposes. Contractor shall make no representation that it is an employee, officer or official of Golden for any purposes.

**XV. NO WAIVER.**

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

**XVI. ENTIRE AGREEMENT.**

This Agreement and the attached Exhibit constitute the entire Agreement between Contractor and Golden, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as agreed to in writing by the parties.

**XVII. NOTICE.**

Any notice or communication between Contractor and Golden 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 personally presented or sent pre-paid, first class United States Mail, addressed as follows:

GOLDEN  
City of Golden  
Attn: Theresa Worsham  
Sustainability Coordinator  
1445 10<sup>th</sup> Street  
Golden, CO 80401

CONTRACTOR  
EDS Waste Solutions, Inc.  
Attn: Preston Loos  
Vice President  
410 Orchard St.  
Golden, CO 80401

## **XVIII. IMMIGRATION STATUS OBLIGATIONS**

A. Contractor certifies, through signature of its authorized representative executing this Contract, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Contractor will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

B. Contractor shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

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

C. Contractor shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D. Contractor is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:

1) Notify the subcontractor and Golden within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the certification required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq., as amended from time to time.

G. If Contractor violates any of the provisions set forth in this section, Golden may terminate the Contract and Contractor shall be liable for all actual and consequential damages incurred by Golden.

**XIX. SEVERABILITY.**

If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

IN WITNESS WHEREOF, the below parties have executed this Agreement.

**THE CITY OF GOLDEN**

**CONTRACTOR**

By: \_\_\_\_\_  
Name: Jacob Smith  
Title: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David S Williamson  
City Attorney

## **EXHIBIT A SCOPE OF SERVICES**

- 1) Pricing for Service – See Exhibit B - Pricing Addendum**
  - a) Variable Pricing-** See Exhibit B - Pricing Addendum
  - b) Super Saver Program** is also included within the Pricing Addendum as bi-weekly service.
  - c) Addition of Customers to Master Address List -** Additional residential customers, subject to eligibility requirements, may voluntarily join this program after the initial implementation and shall receive the services and pricing set forth in Exhibit B.
- 2) Additional Services**
  - a) Extra Stickers, Tags, Bags.**
    - i) Pricing –** See Exhibit B - Pricing Addendum
    - ii) Contractor shall provide the stickers, tags or bags to customers through the mail for pre-arranged orders of quantities in increments of five (5) or more.**
    - iii) Contractor shall make stickers, tags or bags available for purchase at Contractor’s main business office, City of Golden City Hall, and other local business establishments that will work with Contractor to offer these items for sale.**
    - iv) At the request of the customer, Contractor shall deliver the stickers, bags or tags to their location of choice, for the cost of a trip charge plus the total cost of the stickers purchased. This service shall be billed directly to the customer and delivery shall be guaranteed within 24 hours. See Exhibit B - Pricing Addendum for trip charge.**
  - b) Subscription - Green Waste Collection.**
    - i) Contractor shall provide all billing and management of the subscription green waste collection program and shall bill each subscribing customer directly.**
    - ii) Contractor shall guarantee the material is composted and shall provide proof, through invoices, hauling manifests, contracts with the recipient of the materials or other reasonable documentation, at Golden’s request, that all materials collected in the Green Waste Program are composted.**
  - c) Twice Yearly Curbside Green Waste Program.**
    - i) Contractor shall provide curbside green waste collection for customers on a minimum of one Saturday in May and one Saturday in October each year.**
    - ii) Golden shall establish collection dates on an annual basis at least four (4) months prior to the collection date(s). Pricing is included in the cost for each level of service as set forth in the Pricing Addendum with 32, 65 and 96-gallon trash service.**
    - iii) Customers shall be limited to 3.0 cubic yards of yard waste per collection. Contractor will provide guidelines for this service.**
  - d) Large/Bulky Item Pick-Up.**
    - i) All items that do not fit within the customer’s selected trash cart, due to its size or the type of item, shall be considered large items. Large Item disposal charges are set forth in Exhibit B - Pricing Addendum.**
    - ii) All large item charges shall be billed by Contractor directly to the customer.**
    - iii) Picture verification shall be recorded and made available upon request of the customer for all large items collected to provide evidence of services performed.**

- e) All large or bulky items identified in the Pricing Addendum not paid for at the time of service, or set up in advance, shall not be removed. A photo of the item shall be recorded and attached to the customer's account and an OOPS! Tag shall be left on the item describing why the item was not removed. Guidelines and methods of payment will be established by Contractor.
- f) **Other Services.**
  - i) **Customer Recycling Rebate Program.**
    - (1) Contractor shall create and implement a recycling rebate incentive program to encourage all participating customers to recycle as much material as possible. Contractor and Golden will review the rebate program six months after commencement of service and again after one year to evaluate its effectiveness and value.
    - (2) Contractor shall work with local businesses, such as restaurants, department stores, grocery stores, service providers and the Chamber of Commerce to participate in the program.
    - (3) Once per month Contractor shall update the customer's account with the total amount of credits that the customer has accumulated. When redeemed, the credits shall be issued to the customer to be used towards products and services at the participating vendors.
    - (4) Contractor shall assume all administrative duties and costs regarding the recycling rewards incentive program.
  - ii) **OOPS! Tags.** Contractor shall provide an adhesive tag to be placed in a visible location to indicate that a problem was encountered when Contractor arrived to provide service. Examples of problems include but are not limited to: improper placement of carts, prohibited materials in waste, recycling or yard waste carts and bulky items without prior approval for disposal. OOPS! Tag shall indicate the problem that was encountered. The tag shall also give instructions to the customer indicating how to correct the problem and how to contact the Contractor for service.
  - iii) **Windy Day Service.** When windy weather conditions are causing carts to blow over, the Contractor shall attempt to secure the carts for the customers and or take carts
  - iv) **Automated Phone Notification Service.**
    - (1) The Contractor shall attempt to collect customer phone numbers when customers select their initial level of service. Contractor will make it clear that the number will be used only to provide service notification and will not be sold or used for marketing or solicitation purposes.
    - (2) The Contractor shall provide Automated Phone Notification Service to inform customers of delays in service due, for example to a holiday or inclement weather.
    - (3) The Contractor shall also utilize Automated Phone Notification Service to provide important Program notification instructions such as service information prior to commencement of collection services pursuant to the Agreement to

ensure that as many residents as possible are contacted and advised of the program

- (4) Exception to providing this service is if a resident specifically requests Contractor to take their number off of the list or never provides Contractor with their phone number. Contractor and Golden will review the Automated Phone Notification program six months after commencement of service and again after one year to evaluate its effectiveness and value.**

**v) Web Site.**

- (1) Contractor shall host, create and maintain an up to date website. The website shall include but not be limited to the following information:**
- (a) Customer information and alerts**
  - (b) Ongoing outreach and program instructions**
  - (c) Online bill pay option for additional services that are billed directly to customer**
  - (d) Services requested online will be performed within 1 week of the initial request for trash and 2 weeks for Recycling or Green Waste**

**3) Recyclable Materials.**

- a) Recyclable materials shall be collected every other week on the same day that trash collection occurs.**
- b) Contractor shall, at a minimum, accept the following materials for single stream recycling: newspaper, magazines, phone books, corrugated cardboard, chipboard (cereal and tissue boxes), mixed paper (office paper, junk mail, etc.), plastics #1, 2, 3, 4, 5, 6, & 7, aluminum, steel cans, tin cans, all colors of glass bottles and glass jars.**

**4) Collection Carts.**

**a) Cart Quantity and Leasing Terms.**

- i) Contractor shall provide all carts utilized for waste, recycling and green waste collection.**
- ii) Cart quantities and sizes shall be purchased based on level of service requested from customers on the master list of residential addresses eligible to receive waste collection services and shall include an appropriate quantity of inventory based on current and future needs.**
- iii) All trash and recycling carts purchased by Contractor to provide the services pursuant to this Agreement shall become the property of Golden at the end of the initial term of the Agreement. Carts shall remain the property of the Contractor until purchased by Golden or acquired after the initial term of this Agreement.**
- iv) Absent non-appropriation of funds, at the termination of the Agreement, Golden shall purchase all trash and recycling carts, purchased by Contractor to provide the services pursuant to this Agreement. The purchase price, based on the date of purchase, shall be the net present value of the monthly cost per cart (set in Exhibit B the pricing addendum) times the number of months remaining to reach 5 years. The discount rate used to calculate the net present value shall be the annualized rate of**

return, net of fees, of Golden's investments at the termination of the Agreement.

The net present value shall be calculated for each separate purchase date.

**b) Cart Specifications.**

- i) Radio Frequency Identification (RFID) tags shall be built into each cart.
- ii) Waste and recycling collection carts shall be branded on no more than two sides with the City of Golden Logo limited to eleven inches in diameter.
- iii) Golden shall review and approve colors for the waste, recycle and green waste carts.

**c) Cart Delivery.**

Deliveries of all waste, recycle, and green waste carts shall be the responsibility of the Contractor. Cart deliveries shall be limited to the hours of 7am through 7pm, Monday through Friday. The initial delivery of carts may also be done on Saturdays.

**d) Cart Change Requests or Replacements**

- i) Requests for changes in size, additional carts, repair or replacements shall be received and processed by the Contractor. The Contractor shall guarantee 1 week completion on all trash cart requests for repair, changes, or replacement and 2 weeks for all recycle carts
- ii) During the first three (3) months of service, customers will be allowed one exchange in cart size at no cost. After the first exchange or three (3) months of service, the customer will be charged for all trash cart size exchanges
- iii) Except for the first 3 months customers will be limited to one exchange in cart size per quarter and one time per six months for adding and subtracting additional carts. There shall be no charges for cart repairs or exchanges due to manufacturer's defect
- iv) Lost or stolen carts shall be charged to the customer. See Pricing Addendum for lost or stolen cart charge
- v) Charges for changes, exchanges, or replacements shall be billed directly to the customer by the Contractor

**5) Cart Inventory Relocation.**

At the end of the Agreement, Golden shall be responsible for collection and relocation of all trash and recycling carts from the Contractor. The Contractor shall ensure sufficient access to the stored cart inventory and shall allow Golden or it's agent to remove the carts.

**6) Alley Collection.**

The Contractor shall provide alley collection services to residents with alley access for trash and recycling. In the event an alley becomes inaccessible for any reason, including truck size or automation, collection of waste, recyclables and green waste shall be moved to the front of the residence. If all customers in a block receiving alley collection prefer to use the front curb for ease of access, collection may be moved to the front of the customer's residence.

**7) Hours and Days of Operation.**

Contractor shall limit the collection of any and all materials covered by the Agreement to 7:00 a.m. to 7:00 p.m. Monday through Friday, excepting those weeks with holidays when collection is permitted to occur on Saturday.

**8) Holiday Schedules.**

Contractor holidays are: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a weekday then each day of service following the holiday shall be on a one-day delay, with Saturday as the final day to complete that week's service.

**9) Trucks and Equipment.**

Contractor shall determine the minimum number of trucks necessary to service Golden's trash needs each week and the recycling and green waste programs on alternating weeks. Additional trucks shall be added when necessary to meet the requirements set forth in the Scope of Services. All equipment shall be clean and maintained at a high standard for safety and to ensure that all materials collected and fluids remain in the truck.

**10) Use of Subcontractors.**

Contractor shall not use any subcontractors for the regular services of providing trash, recycling, and green waste collection and hauling without prior notification and approval of Golden's authorized representative. To expedite the assembly and delivery of collection carts, Contractor may contract with a separate cart vendor or distributor for the assembly and delivery of carts to customers. After all initial carts have been delivered and service has begun, Contractor shall be responsible for all cart delivery, cancellations, exchanges, and repairs.

**11) Promotion and Education.**

**a) Program Start-up Mailing.**

- i) Contractor shall work closely with Golden to provide service-oriented information to residents and shall assist in developing and executing public education to encourage green waste and household waste reduction and diversion.
- ii) Contractor shall provide as approved by Golden an 8½inch x 11inch two color informational flyer to be mailed to each eligible resident approximately 30 days prior to the commencement of service. Contractor shall timely mail the flyers to ensure that all residents receive the flyer in adequate time prior to the commencement of initial service. In addition to the flyers which shall describe the program, list permissible materials, instructions on the proper handling of the collection carts, instructions on what residents are to do with trash that does not fit into the collection carts, a collection schedule, and a fee schedule shall be included in the mailing.

**b) Semi-Annual Outreach.**

- i) Contractor shall provide as approved by Golden a flyer, twice per year, six (6) months apart to all customers to encourage recycling and composting. In addition, the flyer shall provide residents with detailed information on the recycling and composting program regarding matters such as permissible materials, proper handling of the collection carts, collection schedule and fee schedule.
- ii) The flyer shall be submitted to Golden, for inclusion in customer's quarterly utility bill or the Golden Informer.

**c) New Customers.**

- i) The Contractor shall provide all new customers with a "Welcome Packet" approved by Golden which shall include information and guidelines regarding the program. . The packet shall, at a minimum, include a detailed description of the program, cart sizes available with an order form, fees for all services, materials accepted, and guidelines for the appropriate participation to ensure the resident receives the best service possible. Welcome Packets shall be sent out immediately upon confirmation from the resident requesting service.
- ii) The addition of new customers to the program will not constitute a change in the Scope of Services .

**12) Public Informational Meetings.**

Contractor's representatives shall attend all public informational meetings scheduled prior to the start of collection services, as requested by Golden.

**13) Customer Service.**

- a) Contractor shall provide all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints.
- b) All phone calls shall be handled immediately by Contractor's personnel and after hours calls shall be answered no later than 7:30 am the following business day.
- c) The call shall be processed and logged for reporting to Golden and the customer will be contacted regarding the issue or request within one business day. Resolution shall occur no later than one week for trash and two weeks for recycle matters if requested services cannot be performed until the customer's next scheduled service.
- d) Any missed pick-ups shall be resolved by the next business day. All large items and extra volume requests for pick-up shall be accommodated by the next scheduled service day.
- e) During the first three (3) months after commencement of the Program , Contractor shall guarantee a two-week completion on all service or cart changes. After the first three (3) months of service, the Contractor shall guarantee 1 week completion on all trash cart requests for repair, changes, or replacement and 2 weeks for all recycle carts. All Customer Information and Guidelines shall be available on Contractor's Website.

**14) Services for City Government.**

- a) Golden Pride Days - Pride Days is an annual City wide clean up event that is typically scheduled for the first Saturday and Sunday in May. Residents transport trash, rubbish, junk and large items to a specified location for disposal by Golden at no cost to the resident. Golden utilizes 30 cubic yard containers to collect and dispose of materials received during the event.
- b) Golden reserves the right to negotiate disposal costs and payment directly with the landfill.
- c) Haul charge for Contractor's transportation to the landfill and disposal of the contents of each 30 cubic yard container – See Pricing Addendum.
- d) Haul Charge for the Contractor's transportation of the contents of each 30 cubic yard container to the landfill, disposal costs not included – See Pricing Addendum.

- e) The Contractor shall provide a minimum of two trucks and two drivers for each scheduled day of Golden Pride Days to transport roll off containers to the landfill for disposal.

**15) General Terms.**

**a) Maintenance of Records and Reporting.**

- i) The Contractor shall provide monthly reports to Golden by the tenth day of each month in electronic form , which reports shall contain the following information:
  - (1) The customer name, address and account number.
  - (2) A log of all complaints, including missed collections, and resolutions of program service matters. The report shall include the date of the complaint and time it took to resolve.
  - (3) A description of any vehicle accidents and traffic citations involving Contractor .
  - (4) A list of all accounts having a change of service level during the month, the total number of green waste subscribers, and the total number of customers in each service category.
  - (5) Weight in tons of trash collected.
  - (6) Weight in tons of recycle materials collected.
  - (7) Weight in tons of green waste materials and location to which these items were transported for composting.
- ii) An annual report, due to Golden by February 28<sup>th</sup>, or the next regular business day if Feb. 28<sup>th</sup> is a Saturday or Sunday. The report shall summarize the previous calendar year beginning January 1<sup>st</sup>, ending December 31<sup>st</sup>, and shall, at a minimum, contain the following:
  - (1) Total weight, in tons, of all trash collected, including non-standard collections
  - (2) Total weight, in tons, of all recyclable materials collected
  - (3) Total weight, in tons of all green waste collected for composting
  - (4) Total number of complaints received
  - (5) Total number of missed pick-ups
  - (6) Total number of vehicle accidents and traffic citations involving Contractor
- iii) As the informational needs of Golden change, Contractor agrees to assist Golden with modifying reports or creating new reports to meet Golden's needs as reasonably requested so long as the reports fall within the capabilities of the Contractor's existing reporting system and existing data collected.

**16) Compensation Payment Schedule.**

**a) Monthly Billing.**

- i) Contractor shall provide monthly billing to Golden on a per account basis for the services specified below.
  - (1) Waste and recycling collection services
  - (2) Container lease charges for trash and recycling carts
  - (3) Semi-annual curbside collection of yard wastes

**b) Price Increases.**

- i) Each September, Golden shall, in good faith, consider price adjustments based on changes to actual operating costs for the Contractor and seek appropriate action.

Contractor will provide supporting documentation of cost increases before price adjustments will be considered by Golden. Price increases will be effective on January 1.

- ii) Golden shall, in good faith, consider pricing adjustments other than the annual adjustment, and seek appropriate action; if the Contractor can demonstrate that a cost outside the control of the Contractor increases its costs to provide the required services by greater than 10%.

**c) Fuel Surcharge**

- i) A fuel surcharge shall be determined monthly using the US Energy Information Administration (USEIA) Index for Rocky Mountain No. 2 Diesel Retail Sales by All Sellers. (See : <http://tonto.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=ddr005&f=w>)
- ii) The surcharge shall be derived from the Contractor’s documented fuel expenses and the percentage of the Contractor’s total fuel effected revenue this program represents.
- iii) The Parties have agreed that Golden’s monthly aggregate bill may be adjusted in accordance with Exhibit C which is attached hereto and made a part of this Agreement.

**d) Initial Service Level Price adjustment.**

Golden shall approve pricing adjustments if the number of participants in any category of service changes by 5% or more from the initial waste cart distribution of customers within the first three (3) months of service. The pricing adjustments will be limited to the actual costs to the Contractor to exchange carts.

**17) Penalties.**

Golden may, in its discretion, upon presentation to Contractor of an incident report detailing the violation, levy the following penalties provided in this section. Penalties shall be deducted from the monthly payment made by Golden to the Contractor.

Action or Omission	Contractors Responsibility	Penalties
Commencement of residential collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted.	Contractor’s current and ongoing policy is not to service residential customers prior to 7am or after 7pm. Exceptions would be acts of God and circumstances outside Contractors Control. Any issues will be communicated to Golden immediately upon identification of the issue.	\$100.00 per incident (each truck on each route is a separate incident).
Failure to collect spilled materials.	Contractor will have right to cure within 4hrs of notice during normal business hours and by 10am the following day if notice is given after normal business hours.	Twice the cost of cleanup to Golden plus \$1000.00 each incident.
Leakage from Contractor vehicles or vehicle contents.	Contractor will have right to cure within 4hrs of notice. Contractor upon notification or knowledge of a leak will immediately contain any such leak and respond within 4hrs of notice or knowledge. Contractor will attempt to clean all leaks and if necessary will hire a professional service to clean. Contractor will provide vehicle maintenance records upon request to demonstrate that equipment has been maintained in good condition.	\$500 each vehicle, each inspection.

Failure to collect any and all garbage, recyclable materials, and yard debris within one business day after notification.	Contractor currently will respond to all notifications of actual missed pickups and provide a pickup for that customer within one business day from that notification. Contractor may provide proof of service to Golden in situations where resident is indicating they were missed. Mitigating circumstances include acts of God or circumstances outside of Contractors control such as a street closure.	\$250.00 each incident.
Collection from residential premises on other than the day specified excluding inclement weather or holiday schedule.	Contractor will not provide collection from the residential premises on any other day than the day(s) that are specified, with the exception of the circumstance where there has been a missed pick up or the customer has specifically requested Contractor to do so,.	\$10.00 per structure.
Collection as garbage of source-separated recycling.	If the recycle container is contaminated with non recyclable material, it will not be considered source-separated recycling. Contamination will be documented and or the material will not be picked up. In either case an Oops tag will be left behind.	\$1,000.00 per incident.
Misrepresentation by Contractor in records or reporting.	Golden will notify the Contractor if they believe there is an error in a record or report. Contractor will have 1 week to cure in the event that Contractor knowingly provided inaccurate records or reports. Contractor will have 30 days to cure in the event of a corrupted data base or technology failure.	\$1,500.00 per incident.
Failure to make required reports on time.	The Contractor may have 1 week to resolve such issue, prior to assessing any penalty. Contractor will have 30 days to cure in the event of a corrupted data base or technology failure.	\$500.00 per incident.
Failure to maintain clean and sanitary vehicles.	In the event that Golden is not satisfied with Contractors upkeep of its equipment, City will allow Contractor 1 week to cure for a first time notice of a specific issue. Contractor cleans the inside of the cab of the trucks at the end of each day and washes the outside on a bi-weekly basis. Contractor may provide documentation of this equipment upkeep in response to a claim by Golden that vehicles are not clean and sanitary.	\$250.00 per vehicle per occurrence.

**18) Performance Bond.**

The Contractor shall upon execution of the Agreement provide a performance bond payable to Golden in the amount of \$100,000 or equal to the cost of three month's service to Golden, whichever is greater.

**Exhibit B  
Pricing Addendum**

Service Level	Unit of Measure	Unit Cost	Unit Description
32 Gallon Cart Weekly Pick up, 96 Gallon Recycle Cart Bi-Weekly Pick up, Semi-Annual Yard Waste collection and 32 Gallon Cart and 96 Gallon Cart Leases	Monthly	\$2.73	32 Gal. Trash, 96 Gal. Recycle Service
		\$1.34	32 Gallon Trash Cart Lease
		\$1.16	96 Gallon Recycle Cart Lease
		\$0.46	Semi-Annual Yard Waste Collection

**Total Monthly Charge per Customer \$5.69**

Service Level	Unit of Measure	Unit Cost	Unit Description
64 Gallon Cart Weekly Pick up, 96 Gallon Recycle Cart Bi-weekly Pick up, Semi-Annual Yard Waste Collection Gallon Cart and 96 Gallon Cart Lease	Monthly	\$7.32	64 Gal. Trash, 96 Gal Recycle Service
		\$1.12	64 Gallon Trash Cart Lease
		\$1.16	96 Gallon Recycle Cart Lease
		\$0.46	Semi-Annual Yard Waste Collection

**Total Monthly Charge per Customer \$10.06**

Service Level	Unit of Measure	Unit Cost	Unit Description
96 Gallon Cart Weekly Pick up, 96 Gallon Recycle Cart Bi-weekly Pick up, Semi-Annual Yard Waste Collection Gallon Cart and 96 Gallon Cart Lease	Monthly	\$13.01	96 Gal. Trash, 96 Gal. Recycle Service
		\$1.16	96 Gallon Trash Cart Lease
		\$1.16	96 Gallon Trash Cart Lease
		\$0.46	Semi-Annual Yard Waste Collection

**Total Monthly Charge per Customer \$15.79**

Bid Item	Unit of Measure	Unit Cost
Additional 96 gal. Trash Bin	Monthly Per Household	\$7.95
Super Saver Program	Monthly Per Household	\$5.05
Green Waste Program	Monthly Per Household	\$5.95
Extra Trash Sticker/Tag	Per Sticker/Tag	\$2.65

**Additional Services Pricing**

Type of Service	Cost Per Month
In Drive Service with Waiver	\$10.00
Carry out and Back Service	\$6.00
Carry Back Service	\$3.00

Beyond Green Program	\$1.25
Express Delivery of Extra Trash Stickers or Tags	\$15+cost of stickers/tags

Cart Service Charges	Price
First Cart Size Exchange for Initial Start & New Customers in 1 <sup>st</sup> 90 days	Free
Each Additional Cart Size Exchanges	\$15.00
Lost or Stolen Cart	\$65.00

City Services	Price
City Clean Up Days – 30 Yard Roll-offs without Landfill Included	\$135.00/each haul
City Clean Up Days – 30 Yard Roll-offs with Landfill Included	\$195.00/each haul

Large Item List*		
Appliances, Large and Small	Desks	Swamp Coolers
Auto Parts	Dryers	Tables
BBQ Grill	Freezers	Televisions
Box Springs	Furniture	Tree Branches
Chairs	Mattresses	Water Heaters
Construction Debris	Microwave Ovens	Washers
Couches	Refrigerators	
<p>*This list is <u>not</u> inclusive of all large or bulky items collected by the Contractor. All items are collected for an additional fee. Contact Contractor for current list of items eligible for collection. Items eligible for collection and collection fees are subject to change.</p>		

## AGREEMENT FOR RESIDENTIAL WASTE COLLECTION SERVICES

THIS AGREEMENT is made and entered into the 13<sup>th</sup> day of May 2010, by and between THE CITY OF GOLDEN, a Colorado home rule municipality, (hereinafter referred to as "Golden") and EDS WASTE SOLUTIONS, INC., a Colorado corporation, (hereinafter referred to as "Contractor").

### WITNESSETH:

WHEREAS, the Contractor responded to Golden's Request for Proposals to provide residential waste collection services which includes single stream recycling; and

WHEREAS, Golden, having reviewed the response, desires that Contractor provide residential waste collection and recycling services.

THEREFORE, for and in consideration of the promises and covenants herein, the parties agree as follows:

#### I. SCOPE OF SERVICES.

Contractor agrees to provide the services set forth in the Scope of Services (Exhibit A) subject to the prices set forth in the Pricing Addendum (Exhibit B) and Fuel Surcharge Table (Exhibit C) are attached hereto and made a part of this Agreement. In the event of a conflict between Exhibit A, B or C, and this Agreement, the provisions of this Agreement shall prevail.

#### II. GOLDEN OBLIGATIONS/CONFIDENTIALITY.

Golden shall provide Contractor with data, information, reports and such other documentation as may be available to Golden, and reasonably required by Contractor to perform services under this Agreement. Such information shall include a master list of residential addresses eligible to receive the services specified in this Agreement. No information shall, unless as required by law, be disclosed by Contractor to third parties without prior written consent of Golden. All documents provided by Golden to Contractor shall be returned to Golden. Contractor is authorized by Golden to retain copies of such data and materials at Contractor's expense.

To the extent either party provides confidential information including business plans, strategies, and financial information, proprietary, patented, licensed or trademarked information and or technical information regarding the performance of any duties set forth in the Agreement the receiving party shall protect the information from being disclosed.

However, neither party shall be required to hold confidential any information that becomes publicly available other than through the receiving party, is required to be disclosed by Golden in accordance with the Colorado Open Records Act CRS 24-72-201et. seq., is independently developed by the receiving party or becomes available to the receiving party without restriction of confidentiality from a third party.

### **III. COMPENSATION.**

A. Contractor shall bill Golden monthly on an aggregate basis for services provided. Contractor's bill shall be submitted in an electronic format acceptable to Golden and summarize all services provided, detail the charges by address, and list the addresses where the service level has been changed. Golden shall pay each bill within 10 business days of receipt. Golden may upon notice audit Contractor's billing records as they pertain to the Agreement

B. Golden shall provide an advance payment a minimum of one week prior to the commencement of service that is equal to the estimated billing for the first month of service under this agreement.

### **IV. COMMENCEMENT OF WORK.**

Upon providing proof of insurance as provided herein, Contractor shall upon the parties' execution of the Agreement, commence work on all of its obligations in accordance with the Scope of Services.

### **V. CHANGES IN SCOPE OF SERVICES.**

A change in the Scope of Services shall constitute any change or amendment of services or work, which is different from or additional to that specified in the Scope of Services. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by Golden. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including any claims based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of Golden 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.

### **VI. 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 timely performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professionals in the same or similar type of work in the applicable community.

### **VII. TERM AND TERMINATION.**

A. The term of this Agreement shall commence on the 1<sup>st</sup> day of June, 2010, and shall terminate on the 31st day of August, 2015 with contractor providing 60 months of residential waste and recycle service starting September 1, 2010

B. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, Golden's obligations under this Agreement are subject to annual appropriation by the City Council of the City of Golden. Any failure of a City Council annually to appropriate adequate monies to finance Golden's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Contractor of any failure to appropriate such adequate monies.

C. In the event of a breach by either party of the terms and conditions of this Agreement, the non-breaching party may give notice to the other party stating that such breach has occurred and giving the other party 30 days notice to cure such breach. If the breach is not cured within the stated timeframe, the non-breaching party may terminate this Agreement and the other party shall pay, if applicable, the proportionate part of such party's compensation as shall actually have been earned, less any damages suffered by the non-breaching party. Absent non-appropriation, if a breach by Golden results in termination of this Agreement, within 30 days of such termination Golden will purchase all program carts from Contractor, at the rate agreed upon in this Agreement.

## **VII. COMPLIANCE WITH LAW.**

The work and services to be performed by Contractor hereunder shall be done in compliance with all applicable federal, state, county and local laws, ordinances, rules and regulations.

## **IX. INSURANCE.**

A. Contractor 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 Employers' Liability Insurance.

2. Commercial General or Business Liability Insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and FOUR MILLION DOLLARS (\$4,000,000.00) general aggregate.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for any one occurrence, ONE MILLION DOLLARS (\$1,000,000) aggregate, with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor who utilizes an automobile in providing services to Golden under this Agreement.

B. If approved by Golden, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

C. Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Golden. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. A Certificate of Insurance shall be completed by the Contractor'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 Golden prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to Golden. The completed Certificate of Insurance shall be sent to:

City of Golden  
Attn: Jeff Hansen, Finance Director  
911 10<sup>th</sup> St.  
Golden, CO 80401

E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement upon which Golden may immediately terminate this Agreement, or at its discretion, 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 Golden shall be repaid by the Contractor to Golden upon demand, or Golden may offset the cost of the premiums against any monies due to Contractor from Golden.

F. Golden shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that Golden, its officers, officials and 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, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available at law or equity to Golden, its officers, officials, or employees.

**X. INDEMNIFICATION.**

Contractor agrees to indemnify and hold harmless Golden and its officers, employees and

officials from and against all liability, claims, demands and expenses, including court costs and reasonable attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work, duties or services to be performed under this Agreement, if such injury, loss or damage is caused by, or is claimed to be caused by the negligent act or omission, error, professional error, mistake, accident, or other fault of the Contractor or any officer, agent, employee or subcontractor of the Contractor. The obligations of this section shall not apply to damages which Golden shall become liable by final judgment to pay a third party as a result of the negligent act or omission, error, professional error, mistake accident or fault of Golden.

**XI. BINDING EFFECT/NON-ASSIGNABILITY.**

Golden and Contractor each binds itself, its successors, and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. 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. DEFAULT/ATTORNEY FEES.**

In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

**XIII. 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 Jefferson, State of Colorado.

**XIV. INDEPENDENT CONTRACTOR.**

Contractor is an independent contractor. Notwithstanding any provision 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 agent of Contractor for all purposes. Contractor shall make no representation that it is an employee, officer or official of Golden for any purposes.

**XV. NO WAIVER.**

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

**XVI. ENTIRE AGREEMENT.**

This Agreement and the attached Exhibit constitute the entire Agreement between Contractor and Golden, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as agreed to in writing by the parties.

## **XVII. NOTICE.**

Any notice or communication between Contractor and Golden 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 personally presented or sent pre-paid, first class United States Mail, addressed as follows:

GOLDEN  
City of Golden  
Attn: Theresa Worsham  
Sustainability Coordinator  
1445 10<sup>th</sup> Street  
Golden, CO 80401

CONTRACTOR  
EDS Waste Solutions, Inc.  
Attn: Preston Loos  
Vice President  
410 Orchard St.  
Golden, CO 80401

## **XVIII. IMMIGRATION STATUS OBLIGATIONS**

A. Contractor certifies, through signature of its authorized representative executing this Contract, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Contractor will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

B. Contractor shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

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

C. Contractor shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D. Contractor is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under

the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:

1) Notify the subcontractor and Golden within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the certification required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq., as amended from time to time.

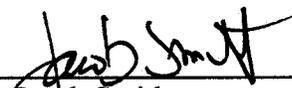
G. If Contractor violates any of the provisions set forth in this section, Golden may terminate the Contract and Contractor shall be liable for all actual and consequential damages incurred by Golden.

**XIX. SEVERABILITY.**

If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

IN WITNESS WHEREOF, the below parties have executed this Agreement.

**THE CITY OF GOLDEN**

By:   
Name: Jacob Smith  
Title: Mayor  
Date: 5/13/10

**CONTRACTOR**

By:   
Name: Preston Loos  
Title: Vice President  
Date: 5/21/10

ATTEST:

  
Susan M. Brooks, MMC  
City Clerk

**APPROVED AS TO FORM:**



David S. Williamson, City Attorney,

## EXHIBIT A SCOPE OF SERVICES

- 1) **Pricing for Service** – See Exhibit B - Pricing Addendum
  - a) **Variable Pricing**- See Exhibit B - Pricing Addendum
  - b) **Super Saver Program** is also included within the Pricing Addendum as bi-weekly service.
  - c) **Addition of Customers to Master Address List** - Additional residential customers, subject to eligibility requirements, may voluntarily join this program after the initial implementation and shall receive the services and pricing set forth in Exhibit B.
- 2) **Additional Services**
  - a) **Extra Stickers, Tags, Bags.**
    - i) Pricing – See Exhibit B - Pricing Addendum
    - ii) Contractor shall provide the stickers, tags or bags to customers through the mail for pre-arranged orders of quantities in increments of five (5) or more.
    - iii) Contractor shall make stickers, tags or bags available for purchase at Contractor's main business office, City of Golden City Hall, and other local business establishments that will work with Contractor to offer these items for sale.
    - iv) At the request of the customer, Contractor shall deliver the stickers, bags or tags to their location of choice, for the cost of a trip charge plus the total cost of the stickers purchased. This service shall be billed directly to the customer and delivery shall be guaranteed within 24 hours. See Exhibit B - Pricing Addendum for trip charge.
  - b) **Subscription - Green Waste Collection.**
    - i) Contractor shall provide all billing and management of the subscription green waste collection program and shall bill each subscribing customer directly.
    - ii) Contractor shall guarantee the material is composted and shall provide proof, through invoices, hauling manifests, contracts with the recipient of the materials or other reasonable documentation, at Golden's request, that all materials collected in the Green Waste Program are composted.
  - c) **Twice Yearly Curbside Green Waste Program.**
    - i) Contractor shall provide curbside green waste collection for customers on a minimum of one Saturday in May and one Saturday in October each year.
    - ii) Golden shall establish collection dates on an annual basis at least four (4) months prior to the collection date(s). Pricing is included in the cost for each level of service as set forth in the Pricing Addendum with 32, 65 and 96-gallon trash service.
    - iii) Customers shall be limited to 3.0 cubic yards of yard waste per collection. Contractor will provide guidelines for this service.
  - d) **Large/Bulky Item Pick-Up.**
    - i) All items that do not fit within the customer's selected trash cart, due to its size or the type of item, shall be considered large items. Large Item disposal charges are set forth in Exhibit B - Pricing Addendum.
    - ii) All large item charges shall be billed by Contractor directly to the customer.
    - iii) Picture verification shall be recorded and made available upon request of the customer for all large items collected to provide evidence of services performed.

- e) All large or bulky items identified in the Pricing Addendum not paid for at the time of service, or set up in advance, shall not be removed. A photo of the item shall be recorded and attached to the customer's account and an OOPS! Tag shall be left on the item describing why the item was not removed. Guidelines and methods of payment will be established by Contractor.
- f) **Other Services.**
  - i) **Customer Recycling Rebate Program.**
    - (1) Contractor shall create and implement a recycling rebate incentive program to encourage all participating customers to recycle as much material as possible. Contractor and Golden will review the rebate program six months after commencement of service and again after one year to evaluate its effectiveness and value.
    - (2) Contractor shall work with local businesses, such as restaurants, department stores, grocery stores, service providers and the Chamber of Commerce to participate in the program.
    - (3) Once per month Contractor shall update the customer's account with the total amount of credits that the customer has accumulated. When redeemed, the credits shall be issued to the customer to be used towards products and services at the participating vendors.
    - (4) Contractor shall assume all administrative duties and costs regarding the recycling rewards incentive program.
  - ii) **OOPS! Tags.** Contractor shall provide an adhesive tag to be placed in a visible location to indicate that a problem was encountered when Contractor arrived to provide service. Examples of problems include but are not limited to: improper placement of carts, prohibited materials in waste, recycling or yard waste carts and bulky items without prior approval for disposal. OOPS! Tag shall indicate the problem that was encountered. The tag shall also give instructions to the customer indicating how to correct the problem and how to contact the Contractor for service.
  - iii) **Windy Day Service.** When windy weather conditions are causing carts to blow over, the Contractor shall attempt to secure the carts for the customers and or take carts
  - iv) **Automated Phone Notification Service.**
    - (1) The Contractor shall attempt to collect customer phone numbers when customers select their initial level of service. Contractor will make it clear that the number will be used only to provide service notification and will not be sold or used for marketing or solicitation purposes.
    - (2) The Contractor shall provide Automated Phone Notification Service to inform customers of delays in service due, for example to a holiday or inclement weather.
    - (3) The Contractor shall also utilize Automated Phone Notification Service to provide important Program notification instructions such as service information prior to commencement of collection services pursuant to the Agreement to ensure that as many residents as possible are contacted and advised of the program
    - (4) Exception to providing this service is if a resident specifically requests Contractor to take their number off of the list or never provides Contractor with their phone

number. Contractor and Golden will review the Automated Phone Notification program six months after commencement of service and again after one year to evaluate its effectiveness and value.

**v) Web Site.**

(1) Contractor shall host, create and maintain an up to date website. The website shall include but not be limited to the following information:

- (a) Customer information and alerts
- (b) Ongoing outreach and program Instructions
- (c) Online bill pay option for additional services that are billed directly to customer
- (d) Services requested online will be performed within 1 week of the initial request for trash and 2 weeks for Recycling or Green Waste

**3) Recyclable Materials.**

- a) Recyclable materials shall be collected every other week on the same day that trash collection occurs.
- b) Contractor shall, at a minimum, accept the following materials for single stream recycling: newspaper, magazines, phone books, corrugated cardboard, chipboard (cereal and tissue boxes), mixed paper (office paper, junk mail, etc.), plastics #1, 2, 3, 4, 5, 6, & 7, aluminum, steel cans, tin cans, all colors of glass bottles and glass jars.

**4) Collection Carts.**

**a) Cart Quantity and Leasing Terms.**

- i) Contractor shall provide all carts utilized for waste, recycling and green waste collection.
- ii) Cart quantities and sizes shall be purchased based on level of service requested from customers on the master list of residential addresses eligible to receive waste collection services and shall include an appropriate quantity of inventory based on current and future needs.
- iii) All trash and recycling carts purchased by Contractor to provide the services pursuant to this Agreement shall become the property of Golden at the end of the initial term of the Agreement. Carts shall remain the property of the Contractor until purchased by Golden or acquired after the initial term of this Agreement.
- iv) Absent non-appropriation of funds, at the termination of the Agreement, Golden shall purchase all trash and recycling carts, purchased by Contractor to provide the services pursuant to this Agreement. The purchase price, based on the date of purchase, shall be the net present value of the monthly cost per cart (set in Exhibit B the pricing addendum) times the number of months remaining to reach 5 years. The discount rate used to calculate the net present value shall be the annualized rate of return, net of fees, of Golden's investments at the termination of the Agreement. The net present value shall be calculated for each separate purchase date.

**b) Cart Specifications.**

- i) Radio Frequency Identification (RFID) tags shall be built into each cart.
- ii) Waste and recycling collection carts shall be branded on no more than two sides with the City of Golden Logo limited to eleven inches in diameter.

iii) Golden shall review and approve colors for the waste, recycle and green waste carts.

**c) Cart Delivery.**

Deliveries of all waste, recycle, and green waste carts shall be the responsibility of the Contractor. Cart deliveries shall be limited to the hours of 7am through 7pm, Monday through Friday. The initial delivery of carts may also be done on Saturdays.

**d) Cart Change Requests or Replacements**

i) Requests for changes in size, additional carts, repair or replacements shall be received and processed by the Contractor. The Contractor shall guarantee 1 week completion on all trash cart requests for repair, changes, or replacement and 2 weeks for all recycle carts

ii) During the first three (3) months of service, customers will be allowed one exchange in cart size at no cost. After the first exchange or three (3) months of service, the customer will be charged for all trash cart size exchanges

iii) Except for the first 3 months customers will be limited to one exchange in cart size per quarter and one time per six months for adding and subtracting additional carts. There shall be no charges for cart repairs or exchanges due to manufacturer's defect

iv) Lost or stolen carts shall be charged to the customer. See Pricing Addendum for lost or stolen cart charge

v) Charges for changes, exchanges, or replacements shall be billed directly to the customer by the Contractor

**5) Cart Inventory Relocation.**

At the end of the Agreement, Golden shall be responsible for collection and relocation of all trash and recycling carts from the Contractor. The Contractor shall ensure sufficient access to the stored cart inventory and shall allow Golden or it's agent to remove the carts.

**6) Alley Collection.**

The Contractor shall provide alley collection services to residents with alley access for trash and recycling. In the event an alley becomes inaccessible for any reason, including truck size or automation, collection of waste, recyclables and green waste shall be moved to the front of the residence. If all customers in a block receiving alley collection prefer to use the front curb for ease of access, collection may be moved to the front of the customer's residence.

**7) Hours and Days of Operation.**

Contractor shall limit the collection of any and all materials covered by the Agreement to 7:00 a.m. to 7:00 p.m. Monday through Friday, excepting those weeks with holidays when collection is permitted to occur on Saturday.

**8) Holiday Schedules.**

Contractor holidays are: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a weekday then each day of service following the holiday shall be on a one-day delay, with Saturday as the final day to complete that week's service.

**9) Trucks and Equipment.**

Contractor shall determine the minimum number of trucks necessary to service Golden's trash needs each week and the recycling and green waste programs on alternating weeks. Additional trucks shall be added when necessary to meet the requirements set forth in the

PA.

Scope of Services. All equipment shall be clean and maintained at a high standard for safety and to ensure that all materials collected and fluids remain in the truck.

**10) Use of Subcontractors.**

Contractor shall not use any subcontractors for the regular services of providing trash, recycling, and green waste collection and hauling without prior notification and approval of Golden's authorized representative. To expedite the assembly and delivery of collection carts, Contractor may contract with a separate cart vendor or distributor for the assembly and delivery of carts to customers. After all initial carts have been delivered and service has begun, Contractor shall be responsible for all cart delivery, cancellations, exchanges, and repairs.

**11) Promotion and Education.**

**a) Program Start-up Mailing.**

- i) Contractor shall work closely with Golden to provide service-oriented information to residents and shall assist in developing and executing public education to encourage green waste and household waste reduction and diversion.
- ii) Contractor shall provide as approved by Golden an 8½inch x 11inch two color informational flyer to be mailed to each eligible resident approximately 30 days prior to the commencement of service. Contractor shall timely mail the flyers to ensure that all residents receive the flyer in adequate time prior to the commencement of initial service. In addition to the flyers which shall describe the program, list permissible materials, instructions on the proper handling of the collection carts, instructions on what residents are to do with trash that does not fit into the collection carts, a collection schedule, and a fee schedule shall be included in the mailing.

**b) Semi-Annual Outreach.**

- i) Contractor shall provide as approved by Golden a flyer, twice per year, six (6) months apart to all customers to encourage recycling and composting. In addition, the flyer shall provide residents with detailed information on the recycling and composting program regarding matters such as permissible materials, proper handling of the collection carts, collection schedule and fee schedule.
- ii) The flyer shall be submitted to Golden, for inclusion in customer's quarterly utility bill or the Golden Informer.

**c) New Customers.**

- i) The Contractor shall provide all new customers with a "Welcome Packet" approved by Golden which shall include information and guidelines regarding the program. The packet shall, at a minimum, include a detailed description of the program, cart sizes available with an order form, fees for all services, materials accepted, and guidelines for the appropriate participation to ensure the resident receives the best service possible. Welcome Packets shall be sent out immediately upon confirmation from the resident requesting service.
- ii) The addition of new customers to the program will not constitute a change in the Scope of Services.

**12) Public Informational Meetings.**

Contractor's representatives shall attend all public informational meetings scheduled prior to the start of collection services, as requested by Golden.

**13) Customer Service.**

- a) Contractor shall provide all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints.
- b) All phone calls shall be handled immediately by Contractor's personnel and after hours calls shall be answered no later than 7:30 am the following business day.
- c) The call shall be processed and logged for reporting to Golden and the customer will be contacted regarding the issue or request within one business day. Resolution shall occur no later than one week for trash and two weeks for recycle matters if requested services cannot be performed until the customer's next scheduled service.
- d) Any missed pick-ups shall be resolved by the next business day. All large items and extra volume requests for pick-up shall be accommodated by the next scheduled service day.
- e) During the first three (3) months after commencement of the Program, Contractor shall guarantee a two-week completion on all service or cart changes. After the first three (3) months of service, the Contractor shall guarantee 1 week completion on all trash cart requests for repair, changes, or replacement and 2 weeks for all recycle carts. All Customer Information and Guidelines shall be available on Contractor's Website.

**14) Services for City Government.**

- a) Golden Pride Days - Pride Days is an annual City wide clean up event that is typically scheduled for the first Saturday and Sunday in May. Residents transport trash, rubbish, junk and large items to a specified location for disposal by Golden at no cost to the resident. Golden utilizes 30 cubic yard containers to collect and dispose of materials received during the event.
- b) Golden reserves the right to negotiate disposal costs and payment directly with the landfill.
- c) Haul charge for Contractor's transportation to the landfill and disposal of the contents of each 30 cubic yard container – See Pricing Addendum.
- d) Haul Charge for the Contractor's transportation of the contents of each 30 cubic yard container to the landfill, disposal costs not included – See Pricing Addendum.
- e) The Contractor shall provide a minimum of two trucks and two drivers for each scheduled day of Golden Pride Days to transport roll off containers to the landfill for disposal.

**15) General Terms.**

**a) Maintenance of Records and Reporting.**

- i) The Contractor shall provide monthly reports to Golden by the tenth day of each month in electronic form, which reports shall contain the following information:
  - (1) The customer name, address and account number.
  - (2) A log of all complaints, including missed collections, and resolutions of program service matters. The report shall include the date of the complaint and time it took to resolve.
  - (3) A description of any vehicle accidents and traffic citations involving Contractor.

- (4) A list of all accounts having a change of service level during the month, the total number of green waste subscribers, and the total number of customers in each service category.
- (5) Weight in tons of trash collected.
- (6) Weight in tons of recycle materials collected.
- (7) Weight in tons of green waste materials and location to which these items were transported for composting.
- ii) An annual report, due to Golden by February 28<sup>th</sup>, or the next regular business day if Feb. 28<sup>th</sup> is a Saturday or Sunday. The report shall summarize the previous calendar year beginning January 1<sup>st</sup>, ending December 31<sup>st</sup>, and shall, at a minimum, contain the following:
  - (1) Total weight, in tons, of all trash collected, including non-standard collections
  - (2) Total weight, in tons, of all recyclable materials collected
  - (3) Total weight, in tons of all green waste collected for composting
  - (4) Total number of complaints received
  - (5) Total number of missed pick-ups
  - (6) Total number of vehicle accidents and traffic citations involving Contractor
- iii) As the informational needs of Golden change, Contractor agrees to assist Golden with modifying reports or creating new reports to meet Golden's needs as reasonably requested so long as the reports fall within the capabilities of the Contractor's existing reporting system and existing data collected.

#### **16) Compensation Payment Schedule.**

##### **a) Monthly Billing.**

- i) Contractor shall provide monthly billing to Golden on a per account basis for the services specified below.
  - (1) Waste and recycling collection services
  - (2) Container lease charges for trash and recycling carts
  - (3) Semi-annual curbside collection of yard wastes

##### **b) Price Increases.**

- i) Each September, Golden shall, in good faith, consider price adjustments based on changes to actual operating costs for the Contractor and seek appropriate action. Contractor will provide supporting documentation of cost increases before price adjustments will be considered by Golden. Price increases will be effective on January 1.
- ii) Golden shall, in good faith, consider pricing adjustments other than the annual adjustment, and seek appropriate action; if the Contractor can demonstrate that a cost outside the control of the Contractor increases its costs to provide the required services by greater than 10%.

##### **c) Fuel Surcharge**

- i) A fuel surcharge shall be determined monthly using the US Energy Information Administration (USEIA) Index for Rocky Mountain No. 2 Diesel Retail Sales by All Sellers. (See : <http://tonto.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=ddr005&f=w>)



ii) The surcharge shall be derived from the Contractor's documented fuel expenses and the percentage of the Contractor's total fuel effected revenue this program represents.

iii) The Parties have agreed that Golden's monthly aggregate bill may be adjusted in accordance with Exhibit C which is attached hereto and made a part of this Agreement.

**d) Initial Service Level Price adjustment.**

Golden shall approve pricing adjustments if the number of participants in any category of service changes by 5% or more from the initial cart distribution of customers within the first three (3) months of service. The pricing adjustments will be limited to the actual costs to the Contractor to exchange carts.

**17) Penalties.**

Golden may, in its discretion, upon presentation to Contractor of an incident report detailing the violation, levy the following penalties provided in this section. Penalties shall be deducted from the monthly payment made by Golden to the Contractor.

Action or Omission	Contractors Responsibility	Penalties
Commencement of residential collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted.	Contractor's current and ongoing policy is not to service residential customers prior to 7am or after 7pm. Exceptions would be acts of God and circumstances outside Contractors Control. Any issues will be communicated to Golden immediately upon identification of the issue.	\$100.00 per incident (each truck on each route is a separate incident).
Failure to collect spilled materials.	Contractor will have right to cure within 4hrs of notice during normal business hours and by 10am the following day if notice is given after normal business hours.	Twice the cost of cleanup to Golden plus \$1000.00 each incident.
Leakage from Contractor vehicles or vehicle contents.	Contractor will have right to cure within 4hrs of notice. Contractor upon notification or knowledge of a leak will immediately contain any such leak and respond within 4hrs of notice or knowledge. Contractor will attempt to clean all leaks and if necessary will hire a professional service to clean. Contractor will provide vehicle maintenance records upon request to demonstrate that equipment has been maintained in good condition.	\$500 each vehicle, each inspection.
Failure to collect any and all garbage, recyclable materials, and yard debris within one business day after notification.	Contractor currently will respond to all notifications of actual missed pickups and provide a pickup for that customer within one business day from that notification. Contractor may provide proof of service to Golden in situations where resident is indicating they were missed. Mitigating circumstances include acts of God or circumstances outside of Contractors control such as a street closure.	\$250.00 each incident.
Collection from residential premises on other than the day specified excluding inclement weather or holiday schedule.	Contractor will not provide collection from the residential premises on any other day than the day(s) that are specified, with the exception of the circumstance where there has been a missed pick up or the customer has specifically requested Contractor to do so,.	\$10.00 per structure.
Collection as garbage of source-separated recycling.	If the recycle container is contaminated with non recyclable material, it will not be considered source-separated recycling. Contamination will be documented and or the material will not be picked up. In either case an Oops tag will be left behind.	\$1,000.00 per incident.

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Misrepresentation by Contractor in records or reporting.	Golden will notify the Contractor if they believe there is an error in a record or report. Contractor will have 1 week to cure in the event that Contractor knowingly provided inaccurate records or reports. Contractor will have 30 days to cure in the event of a corrupted data base or technology failure.	\$1,500.00 per incident.
Failure to make required reports on time.	The Contractor may have 1 week to resolve such issue, prior to assessing any penalty. Contractor will have 30 days to cure in the event of a corrupted data base or technology failure.	\$500.00 per incident.
Failure to maintain clean and sanitary vehicles.	In the event that Golden is not satisfied with Contractors upkeep of its equipment, City will allow Contractor 1 week to cure for a first time notice of a specific issue. Contractor cleans the inside of the cab of the trucks at the end of each day and washes the outside on a bi-weekly basis. Contractor may provide documentation of this equipment upkeep in response to a claim by Golden that vehicles are not clean and sanitary.	\$250.00 per vehicle per occurrence.

**18) Performance Bond.**

The Contractor shall upon execution of the Agreement provide a performance bond payable to Golden in the amount of \$100,000 or equal to the cost of three month's service to Golden, whichever is greater.

**Exhibit B  
Pricing Addendum**

Service Level	Unit of Measure	Unit Cost	Unit Description
32 Gallon Cart Weekly Pick up, 96 Gallon Recycle Cart Bi-Weekly Pick up, Semi-Annual Yard Waste collection and 32 Gallon Cart and 96 or 64 Gallon Cart Leases	Monthly	\$2.73	32 Gal. Trash, 96 Gal. Recycle Service
		\$1.34	32 Gallon Trash Cart Lease
		\$1.16	96 or 64 Gallon Recycle Cart Lease
		\$0.46	Semi-Annual Yard Waste Collection

**Total Monthly Charge per Customer \$5.69**

Service Level	Unit of Measure	Unit Cost	Unit Description
64 Gallon Cart Weekly Pick up, 96 Gallon Recycle Cart Bi-weekly Pick up, Semi-Annual Yard Waste Collection Gallon Cart and 96 or 64 Gallon Cart Lease	Monthly	\$7.32	64 Gal. Trash, 96 Gal Recycle Service
		\$1.12	64 Gallon Trash Cart Lease
		\$1.16	96 or 64 Gallon Recycle Cart Lease
		\$0.46	Semi-Annual Yard Waste Collection

**Total Monthly Charge per Customer \$10.06**

Service Level	Unit of Measure	Unit Cost	Unit Description
96 Gallon Cart Weekly Pick up, 96 Gallon Recycle Cart Bi-weekly Pick up, Semi-Annual Yard Waste Collection Gallon Cart and 96 or 64 Gallon Cart Lease	Monthly	\$13.01	96 Gal. Trash, 96 Gal. Recycle Service
		\$1.16	96 Gallon Trash Cart Lease
		\$1.16	96 or 64 Gallon Trash Cart Lease
		\$0.46	Semi-Annual Yard Waste Collection

**Total Monthly Charge per Customer \$15.79**

Bid Item	Unit of Measure	Unit Cost
Additional 96 gal. Trash Bin	Monthly Per Household	\$7.95
Super Saver Program	Monthly Per Household	\$5.05
Green Waste Program	Monthly Per Household	\$5.95
Extra Trash Sticker/Tag	Per Sticker/Tag	\$2.65
Multi-Family Residents of less than 8 units	Fees for multi-family residences that elect to use dumpsters or a combination of dumpsters and carts shall be determined upon a multiplier of the appropriate waste container size based on the number of units within the multi-family residence.	

**Additional Services Pricing**

Type of Service	Cost Per Month
In Drive Service with Waiver	\$10.00
Carry out and Back Service	\$6.00
Carry Back Service	\$3.00
Beyond Green Program	\$1.25
Express Delivery of Extra Trash Stickers or Tags	\$15+cost of stickers/tags

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Cart Service Charges	Price
First Cart Size Exchange for Initial Start & New Customers in 1 <sup>st</sup> 90 days	Free
Each Additional Cart Size Exchanges	\$15.00
Lost or Stolen Cart	\$65.00

City Services	Price
City Clean Up Days – 30 Yard Roll-offs without Landfill Included	\$135.00/each haul
City Clean Up Days – 30 Yard Roll-offs with Landfill Included	\$195.00/each haul

Large Item List*		
Appliances, Large and Small	Desks	Swamp Coolers
Auto Parts	Dryers	Tables
BBQ Grill	Freezers	Televisions
Box Springs	Furniture	Tree Branches
Chairs	Mattresses	Water Heaters
Construction Debris	Microwave Ovens	Washers
Couches	Refrigerators	

\*This list is **not** inclusive of all large or bulky items collected by the Contractor. All items are collected for an additional fee. Contact Contractor for current list of items eligible for collection. Items eligible for collection and collection fees are subject to change.

**Exhibit C: Fuel Surcharge Table**

Base Rate  
2.73

Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost
2.01	-2.1012%	-\$815.25	2.26	-1.1284%	-\$437.82	2.51	-0.1556%	-\$60.39	2.76	0.0389%	\$15.10	3.01	1.01%	\$392.53	3.26	1.98%	\$769.96	3.51	2.96%	\$1,147.99
2.02	-2.0623%	-\$800.16	2.27	-1.0895%	-\$422.72	2.52	-0.1167%	-\$45.29	2.77	0.0778%	\$30.19	3.02	1.05%	\$407.63	3.27	2.02%	\$785.06	3.52	3.00%	\$1,162.49
2.03	-2.0233%	-\$785.06	2.28	-1.0506%	-\$407.63	2.53	-0.0778%	-\$30.19	2.78	0.1167%	\$45.29	3.03	1.09%	\$422.72	3.28	2.06%	\$800.16	3.53	3.04%	\$1,177.59
2.04	-1.9844%	-\$769.96	2.29	-1.0117%	-\$392.53	2.54	-0.0389%	-\$15.10	2.79	0.1556%	\$60.39	3.04	1.13%	\$437.82	3.29	2.10%	\$815.25	3.54	3.07%	\$1,192.68
2.05	-1.9455%	-\$754.86	2.3	-0.9728%	-\$377.43	2.55	0.0000%	\$0.00	2.8	0.1946%	\$75.49	3.05	1.17%	\$452.92	3.3	2.14%	\$830.35	3.55	3.11%	\$1,207.78
2.06	-1.9066%	-\$739.77	2.31	-0.9339%	-\$362.33	2.56	0.0000%	\$0.00	2.81	0.2335%	\$90.58	3.06	1.21%	\$468.02	3.31	2.18%	\$845.45	3.56	3.15%	\$1,222.88
2.07	-1.8677%	-\$724.67	2.32	-0.8949%	-\$347.24	2.57	0.0000%	\$0.00	2.82	0.2724%	\$105.68	3.07	1.25%	\$483.11	3.32	2.22%	\$860.54	3.57	3.19%	\$1,237.98
2.08	-1.8288%	-\$709.57	2.33	-0.8560%	-\$332.14	2.58	0.0000%	\$0.00	2.83	0.3113%	\$120.78	3.08	1.28%	\$498.21	3.33	2.26%	\$875.64	3.58	3.23%	\$1,253.07
2.09	-1.7899%	-\$694.47	2.34	-0.8171%	-\$317.04	2.59	0.0000%	\$0.00	2.84	0.3507%	\$135.88	3.09	1.32%	\$513.31	3.34	2.30%	\$890.74	3.59	3.27%	\$1,268.17
2.1	-1.7510%	-\$679.38	2.35	-0.7782%	-\$301.95	2.6	0.0000%	\$0.00	2.85	0.3891%	\$150.97	3.1	1.36%	\$528.40	3.35	2.33%	\$905.84	3.6	3.31%	\$1,283.27
2.11	-1.7121%	-\$664.28	2.36	-0.7393%	-\$286.85	2.61	0.0000%	\$0.00	2.86	0.4280%	\$166.07	3.11	1.40%	\$543.50	3.36	2.37%	\$920.93	3.61	3.35%	\$1,298.37
2.12	-1.6732%	-\$649.18	2.37	-0.7004%	-\$271.75	2.62	0.0000%	\$0.00	2.87	0.4669%	\$181.17	3.12	1.44%	\$558.60	3.37	2.41%	\$936.03	3.62	3.39%	\$1,313.46
2.13	-1.6342%	-\$634.09	2.38	-0.6615%	-\$256.65	2.63	0.0000%	\$0.00	2.88	0.5058%	\$196.26	3.13	1.48%	\$573.70	3.38	2.45%	\$951.13	3.63	3.42%	\$1,328.56
2.14	-1.5953%	-\$618.99	2.39	-0.6226%	-\$241.56	2.64	0.0000%	\$0.00	2.89	0.5447%	\$211.36	3.14	1.52%	\$588.79	3.39	2.49%	\$966.23	3.64	3.46%	\$1,343.66
2.15	-1.5564%	-\$603.89	2.4	-0.5837%	-\$226.46	2.65	0.0000%	\$0.00	2.9	0.5837%	\$226.46	3.15	1.56%	\$603.89	3.4	2.53%	\$981.32	3.65	3.50%	\$1,358.75
2.16	-1.5175%	-\$588.79	2.41	-0.5447%	-\$211.36	2.66	0.0000%	\$0.00	2.91	0.6226%	\$241.56	3.16	1.60%	\$618.99	3.41	2.57%	\$996.42	3.66	3.54%	\$1,373.85
2.17	-1.4786%	-\$573.70	2.42	-0.5058%	-\$196.26	2.67	0.0000%	\$0.00	2.92	0.6615%	\$256.65	3.17	1.63%	\$634.09	3.42	2.61%	\$1,011.52	3.67	3.58%	\$1,388.95
2.18	-1.4397%	-\$558.60	2.43	-0.4669%	-\$181.17	2.68	0.0000%	\$0.00	2.93	0.7004%	\$271.75	3.18	1.67%	\$649.18	3.43	2.65%	\$1,026.61	3.68	3.62%	\$1,404.05
2.19	-1.4008%	-\$543.50	2.44	-0.4280%	-\$166.07	2.69	0.0000%	\$0.00	2.94	0.7393%	\$286.85	3.19	1.71%	\$664.28	3.44	2.68%	\$1,041.71	3.69	3.66%	\$1,419.14
2.2	-1.3619%	-\$528.40	2.45	-0.3891%	-\$150.97	2.7	0.0000%	\$0.00	2.95	0.7782%	\$301.95	3.2	1.75%	\$679.38	3.45	2.72%	\$1,056.81	3.7	3.70%	\$1,434.24
2.21	-1.3230%	-\$513.31	2.46	-0.3502%	-\$135.88	2.71	0.0000%	\$0.00	2.96	0.8171%	\$317.04	3.21	1.79%	\$694.47	3.46	2.76%	\$1,071.91	3.71	3.74%	\$1,449.34
2.22	-1.2840%	-\$498.21	2.47	-0.3113%	-\$120.78	2.72	0.0000%	\$0.00	2.97	0.8560%	\$332.14	3.22	1.83%	\$709.57	3.47	2.80%	\$1,087.00	3.72	3.77%	\$1,464.44
2.23	-1.2451%	-\$483.11	2.48	-0.2724%	-\$105.68	2.73	0.0000%	\$0.00	2.98	0.8949%	\$347.24	3.23	1.87%	\$724.67	3.48	2.84%	\$1,102.10	3.73	3.81%	\$1,479.53
2.24	-1.2062%	-\$468.02	2.49	-0.2335%	-\$90.58	2.74	0.0000%	\$0.00	2.99	0.9339%	\$362.33	3.24	1.91%	\$739.77	3.49	2.88%	\$1,117.20	3.74	3.85%	\$1,494.63
2.25	-1.1673%	-\$452.92	2.5	-0.1946%	-\$75.49	2.75	0%	\$0.00	3	0.9728%	\$377.43	3.25	1.95%	\$754.86	3.5	2.92%	\$1,132.30	3.75	3.89%	\$1,509.73

In the table above, the cost corresponding to the monthly fuel rate, as determined by US Energy Information Administration (USEIA) Index for Rocky Mountain No. 2 Diesel Retail Sales by all Sellers, shall be added or subtracted to Golden's aggregate monthly bill.

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**Exhibit C: Fuel Surcharge Table**

Fuel Rate	Surcharge	Cost												
3.76	3.93%	\$1,524.82	4.01	4.90%	\$1,902.26	4.26	5.88%	\$2,275.69	4.51	6.85%	\$2,657.12	4.76	7.82%	\$3,034.55
3.77	3.97%	\$1,539.92	4.02	4.94%	\$1,917.35	4.27	5.91%	\$2,294.79	4.52	6.89%	\$2,672.22	4.77	7.86%	\$3,049.65
3.78	4.01%	\$1,555.02	4.03	4.98%	\$1,932.45	4.28	5.95%	\$2,309.88	4.53	6.93%	\$2,687.32	4.78	7.90%	\$3,064.75
3.79	4.05%	\$1,570.12	4.04	5.02%	\$1,947.55	4.29	5.99%	\$2,324.98	4.54	6.96%	\$2,702.41	4.79	7.94%	\$3,079.84
3.8	4.09%	\$1,585.21	4.05	5.06%	\$1,962.65	4.3	6.03%	\$2,340.08	4.55	7.00%	\$2,717.51	4.8	7.98%	\$3,094.94
3.81	4.12%	\$1,600.31	4.06	5.10%	\$1,977.74	4.31	6.07%	\$2,355.18	4.56	7.04%	\$2,732.61	4.81	8.02%	\$3,110.04
3.82	4.16%	\$1,615.41	4.07	5.14%	\$1,992.84	4.32	6.11%	\$2,370.27	4.57	7.08%	\$2,747.70	4.82	8.05%	\$3,125.14
3.83	4.20%	\$1,630.51	4.08	5.18%	\$2,007.94	4.33	6.15%	\$2,385.37	4.58	7.12%	\$2,762.80	4.83	8.09%	\$3,140.23
3.84	4.24%	\$1,645.60	4.09	5.21%	\$2,023.04	4.34	6.19%	\$2,400.47	4.59	7.16%	\$2,777.90	4.84	8.13%	\$3,155.33
3.85	4.28%	\$1,660.70	4.1	5.25%	\$2,038.13	4.35	6.23%	\$2,415.56	4.6	7.20%	\$2,793.00	4.85	8.17%	\$3,170.43
3.86	4.32%	\$1,675.80	4.11	5.29%	\$2,053.23	4.36	6.26%	\$2,430.66	4.61	7.24%	\$2,808.09	4.86	8.21%	\$3,185.53
3.87	4.36%	\$1,690.89	4.12	5.33%	\$2,068.33	4.37	6.30%	\$2,445.76	4.62	7.28%	\$2,823.19	4.87	8.25%	\$3,200.62
3.88	4.40%	\$1,705.99	4.13	5.37%	\$2,083.42	4.38	6.34%	\$2,460.86	4.63	7.32%	\$2,838.29	4.88	8.29%	\$3,215.72
3.89	4.44%	\$1,721.09	4.14	5.41%	\$2,098.52	4.39	6.38%	\$2,475.95	4.64	7.35%	\$2,853.39	4.89	8.33%	\$3,230.82
3.9	4.47%	\$1,736.19	4.15	5.45%	\$2,113.62	4.4	6.42%	\$2,491.05	4.65	7.39%	\$2,868.48	4.9	8.37%	\$3,245.91
3.91	4.51%	\$1,751.28	4.16	5.49%	\$2,128.72	4.41	6.46%	\$2,506.15	4.66	7.43%	\$2,883.58	4.91	8.40%	\$3,261.01
3.92	4.55%	\$1,766.38	4.17	5.53%	\$2,143.81	4.42	6.50%	\$2,521.25	4.67	7.47%	\$2,898.68	4.92	8.44%	\$3,276.11
3.93	4.59%	\$1,781.48	4.18	5.56%	\$2,158.91	4.43	6.54%	\$2,536.34	4.68	7.51%	\$2,913.77	4.93	8.48%	\$3,291.21
3.94	4.63%	\$1,796.58	4.19	5.60%	\$2,174.01	4.44	6.58%	\$2,551.44	4.69	7.55%	\$2,928.87	4.94	8.52%	\$3,306.30
3.95	4.67%	\$1,811.67	4.2	5.64%	\$2,189.11	4.45	6.63%	\$2,566.54	4.7	7.59%	\$2,943.97	4.95	8.56%	\$3,321.40
3.96	4.71%	\$1,826.77	4.21	5.68%	\$2,204.20	4.46	6.65%	\$2,581.63	4.71	7.63%	\$2,959.07	4.96	8.60%	\$3,336.50
3.97	4.75%	\$1,841.87	4.22	5.72%	\$2,219.30	4.47	6.69%	\$2,596.73	4.72	7.67%	\$2,974.16	4.97	8.64%	\$3,351.60
3.98	4.79%	\$1,856.96	4.23	5.76%	\$2,234.40	4.48	6.73%	\$2,611.83	4.73	7.70%	\$2,989.26	4.98	8.68%	\$3,366.69
3.99	4.82%	\$1,872.06	4.24	5.80%	\$2,249.49	4.49	6.77%	\$2,626.93	4.74	7.74%	\$3,004.36	4.99	8.72%	\$3,381.79
4	4.86%	\$1,887.16	4.25	5.84%	\$2,264.59	4.5	6.81%	\$2,642.02	4.75	7.78%	\$3,019.46	5	8.75%	\$3,396.89

## AGREEMENT FOR RESIDENTIAL WASTE COLLECTION SERVICES

THIS AGREEMENT is made and entered into the 13<sup>th</sup> day of May 2010, by and between THE CITY OF GOLDEN, a Colorado home rule municipality, (hereinafter referred to as "Golden") and EDS WASTE SOLUTIONS, INC., a Colorado corporation, (hereinafter referred to as "Contractor").

### WITNESSETH:

WHEREAS, the Contractor responded to Golden's Request for Proposals to provide residential waste collection services which includes single stream recycling; and

WHEREAS, Golden, having reviewed the response, desires that Contractor provide residential waste collection and recycling services.

THEREFORE, for and in consideration of the promises and covenants herein, the parties agree as follows:

#### I. SCOPE OF SERVICES.

Contractor agrees to provide the services set forth in the Scope of Services (Exhibit A) subject to the prices set forth in the Pricing Addendum (Exhibit B) and Fuel Surcharge Table (Exhibit C) are attached hereto and made a part of this Agreement. In the event of a conflict between Exhibit A, B or C, and this Agreement, the provisions of this Agreement shall prevail.

#### II. GOLDEN OBLIGATIONS/CONFIDENTIALITY.

Golden shall provide Contractor with data, information, reports and such other documentation as may be available to Golden, and reasonably required by Contractor to perform services under this Agreement. Such information shall include a master list of residential addresses eligible to receive the services specified in this Agreement. No information shall, unless as required by law, be disclosed by Contractor to third parties without prior written consent of Golden. All documents provided by Golden to Contractor shall be returned to Golden. Contractor is authorized by Golden to retain copies of such data and materials at Contractor's expense.

To the extent either party provides confidential information including business plans, strategies, and financial information, proprietary, patented, licensed or trademarked information and or technical information regarding the performance of any duties set forth in the Agreement the receiving party shall protect the information from being disclosed.

However, neither party shall be required to hold confidential any information that becomes publicly available other than through the receiving party, is required to be disclosed by Golden in accordance with the Colorado Open Records Act CRS 24-72-201et. seq., is independently developed by the receiving party or becomes available to the receiving party without restriction of confidentiality from a third party.

### **III. COMPENSATION.**

A. Contractor shall bill Golden monthly on an aggregate basis for services provided. Contractor's bill shall be submitted in an electronic format acceptable to Golden and summarize all services provided, detail the charges by address, and list the addresses where the service level has been changed. Golden shall pay each bill within 10 business days of receipt. Golden may upon notice audit Contractor's billing records as they pertain to the Agreement

B. Golden shall provide an advance payment a minimum of one week prior to the commencement of service that is equal to the estimated billing for the first month of service under this agreement.

### **IV. COMMENCEMENT OF WORK.**

Upon providing proof of insurance as provided herein, Contractor shall upon the parties' execution of the Agreement, commence work on all of its obligations in accordance with the Scope of Services.

### **V. CHANGES IN SCOPE OF SERVICES.**

A change in the Scope of Services shall constitute any change or amendment of services or work, which is different from or additional to that specified in the Scope of Services. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by Golden. If Contractor proceeds without such written authorization, then Contractor shall be deemed to have waived any claim for additional compensation, including any claims based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of Golden 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.

### **VI. 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 timely performed in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professionals in the same or similar type of work in the applicable community.

### **VII. TERM AND TERMINATION.**

A. The term of this Agreement shall commence on the 1<sup>st</sup> day of June, 2010, and shall terminate on the 31st day of August, 2015 with contractor providing 60 months of residential waste and recycle service starting September 1, 2010

B. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, Golden's obligations under this Agreement are subject to annual appropriation by the City Council of the City of Golden. Any failure of a City Council annually to appropriate adequate monies to finance Golden's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to Contractor of any failure to appropriate such adequate monies.

C. In the event of a breach by either party of the terms and conditions of this Agreement, the non-breaching party may give notice to the other party stating that such breach has occurred and giving the other party 30 days notice to cure such breach. If the breach is not cured within the stated timeframe, the non-breaching party may terminate this Agreement and the other party shall pay, if applicable, the proportionate part of such party's compensation as shall actually have been earned, less any damages suffered by the non-breaching party. Absent non-appropriation, if a breach by Golden results in termination of this Agreement, within 30 days of such termination Golden will purchase all program carts from Contractor, at the rate agreed upon in this Agreement.

## **VII. COMPLIANCE WITH LAW.**

The work and services to be performed by Contractor hereunder shall be done in compliance with all applicable federal, state, county and local laws, ordinances, rules and regulations.

## **IX. INSURANCE.**

A. Contractor 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 Employers' Liability Insurance.

2. Commercial General or Business Liability Insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and FOUR MILLION DOLLARS (\$4,000,000.00) general aggregate.

3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) for any one occurrence, ONE MILLION DOLLARS (\$1,000,000) aggregate, with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor who utilizes an automobile in providing services to Golden under this Agreement.

B. If approved by Golden, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

C. Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Golden. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. A Certificate of Insurance shall be completed by the Contractor'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 Golden prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to Golden. The completed Certificate of Insurance shall be sent to:

City of Golden  
Attn: Jeff Hansen, Finance Director  
911 10<sup>th</sup> St.  
Golden, CO 80401

E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement upon which Golden may immediately terminate this Agreement, or at its discretion, 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 Golden shall be repaid by the Contractor to Golden upon demand, or Golden may offset the cost of the premiums against any monies due to Contractor from Golden.

F. Golden shall have the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that Golden, its officers, officials and 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, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available at law or equity to Golden, its officers, officials, or employees.

## **X. INDEMNIFICATION.**

Contractor agrees to indemnify and hold harmless Golden and its officers, employees and

officials from and against all liability, claims, demands and expenses, including court costs and reasonable attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work, duties or services to be performed under this Agreement, if such injury, loss or damage is caused by, or is claimed to be caused by the negligent act or omission, error, professional error, mistake, accident, or other fault of the Contractor or any officer, agent, employee or subcontractor of the Contractor. The obligations of this section shall not apply to damages which Golden shall become liable by final judgment to pay a third party as a result of the negligent act or omission, error, professional error, mistake accident or fault of Golden.

**XI. BINDING EFFECT/NON-ASSIGNABILITY.**

Golden and Contractor each binds itself, its successors, and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. 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. DEFAULT/ATTORNEY FEES.**

In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

**XIII. 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 Jefferson, State of Colorado.

**XIV. INDEPENDENT CONTRACTOR.**

Contractor is an independent contractor. Notwithstanding any provision 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 agent of Contractor for all purposes. Contractor shall make no representation that it is an employee, officer or official of Golden for any purposes.

**XV. NO WAIVER.**

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

**XVI. ENTIRE AGREEMENT.**

This Agreement and the attached Exhibit constitute the entire Agreement between Contractor and Golden, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as agreed to in writing by the parties.

## **XVII. NOTICE.**

Any notice or communication between Contractor and Golden 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 personally presented or sent pre-paid, first class United States Mail, addressed as follows:

GOLDEN  
City of Golden  
Attn: Theresa Worsham  
Sustainability Coordinator  
1445 10<sup>th</sup> Street  
Golden, CO 80401

CONTRACTOR  
EDS Waste Solutions, Inc.  
Attn: Preston Loos  
Vice President  
410 Orchard St.  
Golden, CO 80401

## **XVIII. IMMIGRATION STATUS OBLIGATIONS**

A. Contractor certifies, through signature of its authorized representative executing this Contract, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Contractor will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

B. Contractor shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

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

C. Contractor shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

D. Contractor is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under

the public contract for services knowingly employs or contracts with an illegal alien, Contractor shall be required to:

1) Notify the subcontractor and Golden within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if within three days of receiving the certification required pursuant to sub-subparagraph (B)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et. seq., as amended from time to time.

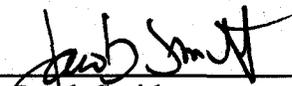
G. If Contractor violates any of the provisions set forth in this section, Golden may terminate the Contract and Contractor shall be liable for all actual and consequential damages incurred by Golden.

**XIX. SEVERABILITY.**

If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.

IN WITNESS WHEREOF, the below parties have executed this Agreement.

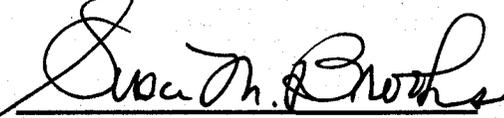
**THE CITY OF GOLDEN**

By:   
Name: Jacob Smith  
Title: Mayor  
Date: 5/13/10

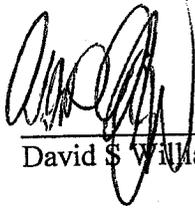
**CONTRACTOR**

By:   
Name: Preston Loos  
Title: Vice President  
Date: 5/21/10

ATTEST:

  
Susan M. Brooks, MMC  
City Clerk

**APPROVED AS TO FORM:**



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David S. Williamson, City Attorney,

## **EXHIBIT A**

### **SCOPE OF SERVICES**

- 1) **Pricing for Service** – See Exhibit B - Pricing Addendum
  - a) **Variable Pricing**- See Exhibit B - Pricing Addendum
  - b) **Super Saver Program** is also included within the Pricing Addendum as bi-weekly service.
  - c) **Addition of Customers to Master Address List** - Additional residential customers, subject to eligibility requirements, may voluntarily join this program after the initial implementation and shall receive the services and pricing set forth in Exhibit B.
- 2) **Additional Services**
  - a) **Extra Stickers, Tags, Bags.**
    - i) Pricing – See Exhibit B - Pricing Addendum
    - ii) Contractor shall provide the stickers, tags or bags to customers through the mail for pre-arranged orders of quantities in increments of five (5) or more.
    - iii) Contractor shall make stickers, tags or bags available for purchase at Contractor's main business office, City of Golden City Hall, and other local business establishments that will work with Contractor to offer these items for sale.
    - iv) At the request of the customer, Contractor shall deliver the stickers, bags or tags to their location of choice, for the cost of a trip charge plus the total cost of the stickers purchased. This service shall be billed directly to the customer and delivery shall be guaranteed within 24 hours. See Exhibit B - Pricing Addendum for trip charge.
  - b) **Subscription - Green Waste Collection.**
    - i) Contractor shall provide all billing and management of the subscription green waste collection program and shall bill each subscribing customer directly.
    - ii) Contractor shall guarantee the material is composted and shall provide proof, through invoices, hauling manifests, contracts with the recipient of the materials or other reasonable documentation, at Golden's request, that all materials collected in the Green Waste Program are composted.
  - c) **Twice Yearly Curbside Green Waste Program.**
    - i) Contractor shall provide curbside green waste collection for customers on a minimum of one Saturday in May and one Saturday in October each year.
    - ii) Golden shall establish collection dates on an annual basis at least four (4) months prior to the collection date(s). Pricing is included in the cost for each level of service as set forth in the Pricing Addendum with 32, 65 and 96-gallon trash service.
    - iii) Customers shall be limited to 3.0 cubic yards of yard waste per collection. Contractor will provide guidelines for this service.
  - d) **Large/Bulky Item Pick-Up.**
    - i) All items that do not fit within the customer's selected trash cart, due to its size or the type of item, shall be considered large items. Large Item disposal charges are set forth in Exhibit B - Pricing Addendum.
    - ii) All large item charges shall be billed by Contractor directly to the customer.
    - iii) Picture verification shall be recorded and made available upon request of the customer for all large items collected to provide evidence of services performed.

- e) All large or bulky items identified in the Pricing Addendum not paid for at the time of service, or set up in advance, shall not be removed. A photo of the item shall be recorded and attached to the customer's account and an OOPS! Tag shall be left on the item describing why the item was not removed. Guidelines and methods of payment will be established by Contractor.
- f) **Other Services.**
  - i) **Customer Recycling Rebate Program.**
    - (1) Contractor shall create and implement a recycling rebate incentive program to encourage all participating customers to recycle as much material as possible. Contractor and Golden will review the rebate program six months after commencement of service and again after one year to evaluate its effectiveness and value.
    - (2) Contractor shall work with local businesses, such as restaurants, department stores, grocery stores, service providers and the Chamber of Commerce to participate in the program.
    - (3) Once per month Contractor shall update the customer's account with the total amount of credits that the customer has accumulated. When redeemed, the credits shall be issued to the customer to be used towards products and services at the participating vendors.
    - (4) Contractor shall assume all administrative duties and costs regarding the recycling rewards incentive program.
  - ii) **OOPS! Tags.** Contractor shall provide an adhesive tag to be placed in a visible location to indicate that a problem was encountered when Contractor arrived to provide service. Examples of problems include but are not limited to: improper placement of carts, prohibited materials in waste, recycling or yard waste carts and bulky items without prior approval for disposal. OOPS! Tag shall indicate the problem that was encountered. The tag shall also give instructions to the customer indicating how to correct the problem and how to contact the Contractor for service.
  - iii) **Windy Day Service.** When windy weather conditions are causing carts to blow over, the Contractor shall attempt to secure the carts for the customers and or take carts
  - iv) **Automated Phone Notification Service.**
    - (1) The Contractor shall attempt to collect customer phone numbers when customers select their initial level of service. Contractor will make it clear that the number will be used only to provide service notification and will not be sold or used for marketing or solicitation purposes.
    - (2) The Contractor shall provide Automated Phone Notification Service to inform customers of delays in service due, for example to a holiday or inclement weather.
    - (3) The Contractor shall also utilize Automated Phone Notification Service to provide important Program notification instructions such as service information prior to commencement of collection services pursuant to the Agreement to ensure that as many residents as possible are contacted and advised of the program
    - (4) Exception to providing this service is if a resident specifically requests Contractor to take their number off of the list or never provides Contractor with their phone

PZ.

number. Contractor and Golden will review the Automated Phone Notification program six months after commencement of service and again after one year to evaluate its effectiveness and value.

**v) Web Site.**

(1) Contractor shall host, create and maintain an up to date website. The website shall include but not be limited to the following information:

- (a) Customer information and alerts
- (b) Ongoing outreach and program instructions
- (c) Online bill pay option for additional services that are billed directly to customer
- (d) Services requested online will be performed within 1 week of the initial request for trash and 2 weeks for Recycling or Green Waste

**3) Recyclable Materials.**

- a) Recyclable materials shall be collected every other week on the same day that trash collection occurs.
- b) Contractor shall, at a minimum, accept the following materials for single stream recycling: newspaper, magazines, phone books, corrugated cardboard, chipboard (cereal and tissue boxes), mixed paper (office paper, junk mail, etc.), plastics #1, 2, 3, 4, 5, 6, & 7, aluminum, steel cans, tin cans, all colors of glass bottles and glass jars.

**4) Collection Carts.**

**a) Cart Quantity and Leasing Terms.**

- i) Contractor shall provide all carts utilized for waste, recycling and green waste collection.
- ii) Cart quantities and sizes shall be purchased based on level of service requested from customers on the master list of residential addresses eligible to receive waste collection services and shall include an appropriate quantity of inventory based on current and future needs.
- iii) All trash and recycling carts purchased by Contractor to provide the services pursuant to this Agreement shall become the property of Golden at the end of the initial term of the Agreement. Carts shall remain the property of the Contractor until purchased by Golden or acquired after the initial term of this Agreement.
- iv) Absent non-appropriation of funds, at the termination of the Agreement, Golden shall purchase all trash and recycling carts, purchased by Contractor to provide the services pursuant to this Agreement. The purchase price, based on the date of purchase, shall be the net present value of the monthly cost per cart (set in Exhibit B the pricing addendum) times the number of months remaining to reach 5 years. The discount rate used to calculate the net present value shall be the annualized rate of return, net of fees, of Golden's investments at the termination of the Agreement. The net present value shall be calculated for each separate purchase date.

**b) Cart Specifications.**

- i) Radio Frequency Identification (RFID) tags shall be built into each cart.
- ii) Waste and recycling collection carts shall be branded on no more than two sides with the City of Golden Logo limited to eleven inches in diameter.

iii) Golden shall review and approve colors for the waste, recycle and green waste carts.

**c) Cart Delivery.**

Deliveries of all waste, recycle, and green waste carts shall be the responsibility of the Contractor. Cart deliveries shall be limited to the hours of 7am through 7pm, Monday through Friday. The initial delivery of carts may also be done on Saturdays.

**d) Cart Change Requests or Replacements**

i) Requests for changes in size, additional carts, repair or replacements shall be received and processed by the Contractor. The Contractor shall guarantee 1 week completion on all trash cart requests for repair, changes, or replacement and 2 weeks for all recycle carts

ii) During the first three (3) months of service, customers will be allowed one exchange in cart size at no cost. After the first exchange or three (3) months of service, the customer will be charged for all trash cart size exchanges

iii) Except for the first 3 months customers will be limited to one exchange in cart size per quarter and one time per six months for adding and subtracting additional carts. There shall be no charges for cart repairs or exchanges due to manufacturer's defect

iv) Lost or stolen carts shall be charged to the customer. See Pricing Addendum for lost or stolen cart charge

v) Charges for changes, exchanges, or replacements shall be billed directly to the customer by the Contractor

**5) Cart Inventory Relocation.**

At the end of the Agreement, Golden shall be responsible for collection and relocation of all trash and recycling carts from the Contractor. The Contractor shall ensure sufficient access to the stored cart inventory and shall allow Golden or it's agent to remove the carts.

**6) Alley Collection.**

The Contractor shall provide alley collection services to residents with alley access for trash and recycling. In the event an alley becomes inaccessible for any reason, including truck size or automation, collection of waste, recyclables and green waste shall be moved to the front of the residence. If all customers in a block receiving alley collection prefer to use the front curb for ease of access, collection may be moved to the front of the customer's residence.

**7) Hours and Days of Operation.**

Contractor shall limit the collection of any and all materials covered by the Agreement to 7:00 a.m. to 7:00 p.m. Monday through Friday, excepting those weeks with holidays when collection is permitted to occur on Saturday.

**8) Holiday Schedules.**

Contractor holidays are: New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a weekday then each day of service following the holiday shall be on a one-day delay, with Saturday as the final day to complete that week's service.

**9) Trucks and Equipment.**

Contractor shall determine the minimum number of trucks necessary to service Golden's trash needs each week and the recycling and green waste programs on alternating weeks. Additional trucks shall be added when necessary to meet the requirements set forth in the

PA.

Scope of Services. All equipment shall be clean and maintained at a high standard for safety and to ensure that all materials collected and fluids remain in the truck.

**10) Use of Subcontractors.**

Contractor shall not use any subcontractors for the regular services of providing trash, recycling, and green waste collection and hauling without prior notification and approval of Golden's authorized representative. To expedite the assembly and delivery of collection carts, Contractor may contract with a separate cart vendor or distributor for the assembly and delivery of carts to customers. After all initial carts have been delivered and service has begun, Contractor shall be responsible for all cart delivery, cancellations, exchanges, and repairs.

**11) Promotion and Education.**

**a) Program Start-up Mailing.**

- i) Contractor shall work closely with Golden to provide service-oriented information to residents and shall assist in developing and executing public education to encourage green waste and household waste reduction and diversion.
- ii) Contractor shall provide as approved by Golden an 8½inch x 11inch two color informational flyer to be mailed to each eligible resident approximately 30 days prior to the commencement of service. Contractor shall timely mail the flyers to ensure that all residents receive the flyer in adequate time prior to the commencement of initial service. In addition to the flyers which shall describe the program, list permissible materials, instructions on the proper handling of the collection carts, instructions on what residents are to do with trash that does not fit into the collection carts, a collection schedule, and a fee schedule shall be included in the mailing.

**b) Semi-Annual Outreach.**

- i) Contractor shall provide as approved by Golden a flyer, twice per year, six (6) months apart to all customers to encourage recycling and composting. In addition, the flyer shall provide residents with detailed information on the recycling and composting program regarding matters such as permissible materials, proper handling of the collection carts, collection schedule and fee schedule.
- ii) The flyer shall be submitted to Golden, for inclusion in customer's quarterly utility bill or the Golden Informer.

**c) New Customers.**

- i) The Contractor shall provide all new customers with a "Welcome Packet" approved by Golden which shall include information and guidelines regarding the program. The packet shall, at a minimum, include a detailed description of the program, cart sizes available with an order form, fees for all services, materials accepted, and guidelines for the appropriate participation to ensure the resident receives the best service possible. Welcome Packets shall be sent out immediately upon confirmation from the resident requesting service.
- ii) The addition of new customers to the program will not constitute a change in the Scope of Services.

**12) Public Informational Meetings.**

Contractor's representatives shall attend all public informational meetings scheduled prior to the start of collection services, as requested by Golden.

**13) Customer Service.**

- a) Contractor shall provide all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints.
- b) All phone calls shall be handled immediately by Contractor's personnel and after hours calls shall be answered no later than 7:30 am the following business day.
- c) The call shall be processed and logged for reporting to Golden and the customer will be contacted regarding the issue or request within one business day. Resolution shall occur no later than one week for trash and two weeks for recycle matters if requested services cannot be performed until the customer's next scheduled service.
- d) Any missed pick-ups shall be resolved by the next business day. All large items and extra volume requests for pick-up shall be accommodated by the next scheduled service day.
- e) During the first three (3) months after commencement of the Program, Contractor shall guarantee a two-week completion on all service or cart changes. After the first three (3) months of service, the Contractor shall guarantee 1 week completion on all trash cart requests for repair, changes, or replacement and 2 weeks for all recycle carts. All Customer Information and Guidelines shall be available on Contractor's Website.

**14) Services for City Government.**

- a) Golden Pride Days - Pride Days is an annual City wide clean up event that is typically scheduled for the first Saturday and Sunday in May. Residents transport trash, rubbish, junk and large items to a specified location for disposal by Golden at no cost to the resident. Golden utilizes 30 cubic yard containers to collect and dispose of materials received during the event.
- b) Golden reserves the right to negotiate disposal costs and payment directly with the landfill.
- c) Haul charge for Contractor's transportation to the landfill and disposal of the contents of each 30 cubic yard container – See Pricing Addendum.
- d) Haul Charge for the Contractor's transportation of the contents of each 30 cubic yard container to the landfill, disposal costs not included – See Pricing Addendum.
- e) The Contractor shall provide a minimum of two trucks and two drivers for each scheduled day of Golden Pride Days to transport roll off containers to the landfill for disposal.

**15) General Terms.**

**a) Maintenance of Records and Reporting.**

- i) The Contractor shall provide monthly reports to Golden by the tenth day of each month in electronic form, which reports shall contain the following information:
  - (1) The customer name, address and account number.
  - (2) A log of all complaints, including missed collections, and resolutions of program service matters. The report shall include the date of the complaint and time it took to resolve.
  - (3) A description of any vehicle accidents and traffic citations involving Contractor.

- (4) A list of all accounts having a change of service level during the month, the total number of green waste subscribers, and the total number of customers in each service category.
  - (5) Weight in tons of trash collected.
  - (6) Weight in tons of recycle materials collected.
  - (7) Weight in tons of green waste materials and location to which these items were transported for composting.
- ii) An annual report, due to Golden by February 28<sup>th</sup>, or the next regular business day if Feb. 28<sup>th</sup> is a Saturday or Sunday. The report shall summarize the previous calendar year beginning January 1<sup>st</sup>, ending December 31<sup>st</sup>, and shall, at a minimum, contain the following:
    - (1) Total weight, in tons, of all trash collected, including non-standard collections
    - (2) Total weight, in tons, of all recyclable materials collected
    - (3) Total weight, in tons of all green waste collected for composting
    - (4) Total number of complaints received
    - (5) Total number of missed pick-ups
    - (6) Total number of vehicle accidents and traffic citations involving Contractor
  - iii) As the informational needs of Golden change, Contractor agrees to assist Golden with modifying reports or creating new reports to meet Golden's needs as reasonably requested so long as the reports fall within the capabilities of the Contractor's existing reporting system and existing data collected.

#### **16) Compensation Payment Schedule.**

##### **a) Monthly Billing.**

- i) Contractor shall provide monthly billing to Golden on a per account basis for the services specified below.
  - (1) Waste and recycling collection services
  - (2) Container lease charges for trash and recycling carts
  - (3) Semi-annual curbside collection of yard wastes

##### **b) Price Increases.**

- i) Each September, Golden shall, in good faith, consider price adjustments based on changes to actual operating costs for the Contractor and seek appropriate action. Contractor will provide supporting documentation of cost increases before price adjustments will be considered by Golden. Price increases will be effective on January 1.
- ii) Golden shall, in good faith, consider pricing adjustments other than the annual adjustment, and seek appropriate action; if the Contractor can demonstrate that a cost outside the control of the Contractor increases its costs to provide the required services by greater than 10%.

##### **c) Fuel Surcharge**

- i) A fuel surcharge shall be determined monthly using the US Energy Information Administration (USEIA) Index for Rocky Mountain No. 2 Diesel Retail Sales by All Sellers. (See : <http://tonto.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=ddr005&f=w>)

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- ii) The surcharge shall be derived from the Contractor's documented fuel expenses and the percentage of the Contractor's total fuel effected revenue this program represents.
- iii) The Parties have agreed that Golden's monthly aggregate bill may be adjusted in accordance with Exhibit C which is attached hereto and made a part of this Agreement.

**d) Initial Service Level Price adjustment.**

Golden shall approve pricing adjustments if the number of participants in any category of service changes by 5% or more from the initial cart distribution of customers within the first three (3) months of service. The pricing adjustments will be limited to the actual costs to the Contractor to exchange carts.

**17) Penalties.**

Golden may, in its discretion, upon presentation to Contractor of an incident report detailing the violation, levy the following penalties provided in this section. Penalties shall be deducted from the monthly payment made by Golden to the Contractor.

Action or Omission	Contractors Responsibility	Penalties
Commencement of residential collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted.	Contractor's current and ongoing policy is not to service residential customers prior to 7am or after 7pm. Exceptions would be acts of God and circumstances outside Contractors Control. Any issues will be communicated to Golden immediately upon identification of the issue.	\$100.00 per incident (each truck on each route is a separate incident).
Failure to collect spilled materials.	Contractor will have right to cure within 4hrs of notice during normal business hours and by 10am the following day if notice is given after normal business hours.	Twice the cost of cleanup to Golden plus \$1000.00 each incident.
Leakage from Contractor vehicles or vehicle contents.	Contractor will have right to cure within 4hrs of notice. Contractor upon notification or knowledge of a leak will immediately contain any such leak and respond within 4hrs of notice or knowledge. Contractor will attempt to clean all leaks and if necessary will hire a professional service to clean. Contractor will provide vehicle maintenance records upon request to demonstrate that equipment has been maintained in good condition.	\$500 each vehicle, each inspection.
Failure to collect any and all garbage, recyclable materials, and yard debris within one business day after notification.	Contractor currently will respond to all notifications of actual missed pickups and provide a pickup for that customer within one business day from that notification. Contractor may provide proof of service to Golden in situations where resident is indicating they were missed. Mitigating circumstances include acts of God or circumstances outside of Contractors control such as a street closure.	\$250.00 each incident.
Collection from residential premises on other than the day specified excluding inclement weather or holiday schedule.	Contractor will not provide collection from the residential premises on any other day than the day(s) that are specified, with the exception of the circumstance where there has been a missed pick up or the customer has specifically requested Contractor to do so,.	\$10.00 per structure.
Collection as garbage of source-separated recycling.	If the recycle container is contaminated with non recyclable material, it will not be considered source-separated recycling. Contamination will be documented and or the material will not be picked up. In either case an Oops tag will be left behind.	\$1,000.00 per incident.

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Misrepresentation by Contractor in records or reporting.	Golden will notify the Contractor if they believe there is an error in a record or report. Contractor will have 1 week to cure in the event that Contractor knowingly provided inaccurate records or reports. Contractor will have 30 days to cure in the event of a corrupted data base or technology failure.	\$1,500.00 per incident.
Failure to make required reports on time.	The Contractor may have 1 week to resolve such issue, prior to assessing any penalty. Contractor will have 30 days to cure in the event of a corrupted data base or technology failure.	\$500.00 per incident.
Failure to maintain clean and sanitary vehicles.	In the event that Golden is not satisfied with Contractors upkeep of its equipment, City will allow Contractor 1 week to cure for a first time notice of a specific issue. Contractor cleans the inside of the cab of the trucks at the end of each day and washes the outside on a bi-weekly basis. Contractor may provide documentation of this equipment upkeep in response to a claim by Golden that vehicles are not clean and sanitary.	\$250.00 per vehicle per occurrence.

**18) Performance Bond.**

The Contractor shall upon execution of the Agreement provide a performance bond payable to Golden in the amount of \$100,000 or equal to the cost of three month's service to Golden, whichever is greater.

**Exhibit B  
Pricing Addendum**

*PA*

Service Level	Unit of Measure	Unit Cost	Unit Description
32 Gallon Cart Weekly Pick up, 96 Gallon Recycle Cart Bi-Weekly Pick up, Semi-Annual Yard Waste collection and 32 Gallon Cart and 96 or 64 Gallon Cart Leases	Monthly	\$2.73	32 Gal. Trash, 96 Gal. Recycle Service
		\$1.34	32 Gallon Trash Cart Lease
		\$1.16	96 or 64 Gallon Recycle Cart Lease
		\$0.46	Semi-Annual Yard Waste Collection

**Total Monthly Charge per Customer \$5.69**

Service Level	Unit of Measure	Unit Cost	Unit Description
64 Gallon Cart Weekly Pick up, 96 Gallon Recycle Cart Bi-weekly Pick up, Semi-Annual Yard Waste Collection Gallon Cart and 96 or 64 Gallon Cart Lease	Monthly	\$7.32	64 Gal. Trash, 96 Gal Recycle Service
		\$1.12	64 Gallon Trash Cart Lease
		\$1.16	96 or 64 Gallon Recycle Cart Lease
		\$0.46	Semi-Annual Yard Waste Collection

**Total Monthly Charge per Customer \$10.06**

Service Level	Unit of Measure	Unit Cost	Unit Description
96 Gallon Cart Weekly Pick up, 96 Gallon Recycle Cart Bi-weekly Pick up, Semi-Annual Yard Waste Collection Gallon Cart and 96 or 64 Gallon Cart Lease	Monthly	\$13.01	96 Gal. Trash, 96 Gal. Recycle Service
		\$1.16	96 Gallon Trash Cart Lease
		\$1.16	96 or 64 Gallon Trash Cart Lease
		\$0.46	Semi-Annual Yard Waste Collection

**Total Monthly Charge per Customer \$15.79**

Bid Item	Unit of Measure	Unit Cost
Additional 96 gal. Trash Bin	Monthly Per Household	\$7.95
Super Saver Program	Monthly Per Household	\$5.05
Green Waste Program	Monthly Per Household	\$5.95
Extra Trash Sticker/Tag	Per Sticker/Tag	\$2.65
Multi-Family Residents of less than 8 units	Fees for multi-family residences that elect to use dumpsters or a combination of dumpsters and carts shall be determined upon a multiplier of the appropriate waste container size based on the number of units within the multi-family residence.	

**Additional Services Pricing**

Type of Service	Cost Per Month
In Drive Service with Waiver	\$10.00
Carry out and Back Service	\$6.00
Carry Back Service	\$3.00
Beyond Green Program	\$1.25
Express Delivery of Extra Trash Stickers or Tags	\$15+cost of stickers/tags

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Cart Service Charges	Price
First Cart Size Exchange for Initial Start & New Customers in 1 <sup>st</sup> 90 days	Free
Each Additional Cart Size Exchanges	\$15.00
Lost or Stolen Cart	\$65.00

City Services	Price
City Clean Up Days – 30 Yard Roll-offs without Landfill Included	\$135.00/each haul
City Clean Up Days – 30 Yard Roll-offs with Landfill Included	\$195.00/each haul

Large Item List*		
Appliances, Large and Small	Desks	Swamp Coolers
Auto Parts	Dryers	Tables
BBQ Grill	Freezers	Televisions
Box Springs	Furniture	Tree Branches
Chairs	Mattresses	Water Heaters
Construction Debris	Microwave Ovens	Washers
Couches	Refrigerators	

\*This list is **not** inclusive of all large or bulky items collected by the Contractor. All items are collected for an additional fee. Contact Contractor for current list of items eligible for collection. Items eligible for collection and collection fees are subject to change.

**Exhibit C: Fuel Surcharge Table**

Base Rate  
2.73

Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost	Fuel Rate	Surcharge	Cost
2.01	-2.1012%	-\$815.25	2.26	-1.1284%	-\$437.82	2.51	-0.1556%	-\$60.39	2.76	0.0388%	\$15.10	3.01	1.011%	\$92.53	3.26	1.988%	\$769.96	3.51	2.96%	\$1,147.39
2.02	-2.0623%	-\$800.16	2.27	-1.0895%	-\$422.72	2.52	-0.1167%	-\$45.29	2.77	0.0778%	\$30.19	3.02	1.05%	\$407.63	3.27	2.02%	\$785.06	3.52	3.00%	\$1,162.49
2.03	-2.0233%	-\$785.06	2.28	-1.0506%	-\$407.63	2.53	-0.0778%	-\$30.19	2.78	0.1167%	\$45.29	3.03	1.09%	\$422.72	3.28	2.06%	\$800.16	3.53	3.04%	\$1,177.59
2.04	-1.9844%	-\$769.96	2.29	-1.0117%	-\$392.53	2.54	-0.0388%	-\$15.10	2.79	0.1556%	\$60.39	3.04	1.13%	\$437.82	3.29	2.10%	\$815.25	3.54	3.07%	\$1,192.68
2.05	-1.9455%	-\$754.86	2.3	-0.9728%	-\$377.43	2.55	0.0000%	\$0.00	2.8	0.1946%	\$75.49	3.05	1.17%	\$452.92	3.3	2.14%	\$830.35	3.55	3.11%	\$1,207.78
2.06	-1.9066%	-\$739.77	2.31	-0.9339%	-\$362.33	2.56	0.0000%	\$0.00	2.81	0.2335%	\$90.58	3.06	1.21%	\$468.02	3.31	2.18%	\$845.45	3.56	3.15%	\$1,222.88
2.07	-1.8677%	-\$724.67	2.32	-0.8949%	-\$347.24	2.57	0.0000%	\$0.00	2.82	0.2724%	\$105.68	3.07	1.25%	\$483.11	3.32	2.22%	\$860.54	3.57	3.19%	\$1,237.98
2.08	-1.8288%	-\$709.57	2.33	-0.8560%	-\$332.14	2.58	0.0000%	\$0.00	2.83	0.3113%	\$120.78	3.08	1.28%	\$498.21	3.33	2.26%	\$875.64	3.58	3.23%	\$1,253.07
2.09	-1.7899%	-\$694.47	2.34	-0.8171%	-\$317.04	2.59	0.0000%	\$0.00	2.84	0.3502%	\$135.88	3.09	1.32%	\$513.31	3.34	2.30%	\$890.74	3.59	3.27%	\$1,268.17
2.1	-1.7510%	-\$679.38	2.35	-0.7782%	-\$301.95	2.6	0.0000%	\$0.00	2.85	0.3891%	\$150.97	3.1	1.36%	\$528.40	3.35	2.33%	\$905.84	3.6	3.31%	\$1,283.27
2.11	-1.7121%	-\$664.28	2.36	-0.7393%	-\$286.85	2.61	0.0000%	\$0.00	2.86	0.4280%	\$166.07	3.11	1.40%	\$543.50	3.36	2.37%	\$920.93	3.61	3.35%	\$1,298.37
2.12	-1.6732%	-\$649.18	2.37	-0.7004%	-\$271.75	2.62	0.0000%	\$0.00	2.87	0.4669%	\$181.17	3.12	1.44%	\$558.60	3.37	2.41%	\$936.03	3.62	3.39%	\$1,313.46
2.13	-1.6342%	-\$634.09	2.38	-0.6615%	-\$256.65	2.63	0.0000%	\$0.00	2.88	0.5058%	\$196.26	3.13	1.48%	\$573.70	3.38	2.45%	\$951.13	3.63	3.42%	\$1,328.56
2.14	-1.5953%	-\$618.99	2.39	-0.6226%	-\$241.56	2.64	0.0000%	\$0.00	2.89	0.5447%	\$211.36	3.14	1.52%	\$588.79	3.39	2.49%	\$966.23	3.64	3.46%	\$1,343.66
2.15	-1.5564%	-\$603.89	2.4	-0.5837%	-\$226.46	2.65	0.0000%	\$0.00	2.9	0.5837%	\$226.46	3.15	1.56%	\$603.89	3.4	2.53%	\$981.32	3.65	3.50%	\$1,358.75
2.16	-1.5175%	-\$588.79	2.41	-0.5447%	-\$211.36	2.66	0.0000%	\$0.00	2.91	0.6226%	\$241.56	3.16	1.60%	\$618.99	3.41	2.57%	\$996.42	3.66	3.54%	\$1,373.85
2.17	-1.4786%	-\$573.70	2.42	-0.5058%	-\$196.26	2.67	0.0000%	\$0.00	2.92	0.6615%	\$256.65	3.17	1.65%	\$634.09	3.42	2.61%	\$1,011.52	3.67	3.58%	\$1,388.95
2.18	-1.4397%	-\$558.60	2.43	-0.4669%	-\$181.17	2.68	0.0000%	\$0.00	2.93	0.7004%	\$271.75	3.18	1.67%	\$649.18	3.43	2.65%	\$1,026.61	3.68	3.62%	\$1,404.05
2.19	-1.4008%	-\$543.50	2.44	-0.4280%	-\$166.07	2.69	0.0000%	\$0.00	2.94	0.7393%	\$286.85	3.19	1.71%	\$664.28	3.44	2.68%	\$1,041.71	3.69	3.66%	\$1,419.14
2.2	-1.3619%	-\$528.40	2.45	-0.3891%	-\$150.97	2.7	0.0000%	\$0.00	2.95	0.7782%	\$301.95	3.2	1.75%	\$679.38	3.45	2.72%	\$1,056.81	3.7	3.70%	\$1,434.24
2.21	-1.3230%	-\$513.31	2.46	-0.3502%	-\$135.88	2.71	0.0000%	\$0.00	2.96	0.8171%	\$317.04	3.21	1.79%	\$694.47	3.46	2.76%	\$1,071.91	3.71	3.74%	\$1,449.34
2.22	-1.2840%	-\$498.21	2.47	-0.3113%	-\$120.78	2.72	0.0000%	\$0.00	2.97	0.8560%	\$332.14	3.22	1.83%	\$709.57	3.47	2.80%	\$1,087.00	3.72	3.77%	\$1,464.44
2.23	-1.2451%	-\$483.11	2.48	-0.2724%	-\$105.68	2.73	0.0000%	\$0.00	2.98	0.8949%	\$347.24	3.23	1.87%	\$724.67	3.48	2.84%	\$1,102.10	3.73	3.81%	\$1,479.53
2.24	-1.2062%	-\$468.02	2.49	-0.2335%	-\$90.58	2.74	0.0000%	\$0.00	2.99	0.9339%	\$362.33	3.24	1.91%	\$739.77	3.49	2.88%	\$1,117.20	3.74	3.85%	\$1,494.63
2.25	-1.1673%	-\$452.92	2.5	-0.1946%	-\$75.49	2.75	0%	\$0.00	3	0.9728%	\$377.43	3.25	1.95%	\$754.86	3.5	2.92%	\$1,132.30	3.75	3.89%	\$1,509.73

In the table above, the cost corresponding to the monthly fuel rate, as determined by US Energy Information Administration (USEIA) Index for Rocky Mountain No. 2 Diesel Retail Sales by all Sellers, shall be added or subtracted to Golden's aggregate monthly bill.

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**Exhibit C: Fuel Surcharge Table**

Fuel Rate	Surcharge	Cost												
3.76	3.93%	\$1,524.82	4.01	4.90%	\$1,902.26	4.26	5.88%	\$2,279.69	4.51	6.85%	\$2,657.12	4.76	7.82%	\$3,034.55
3.77	3.97%	\$1,539.92	4.02	4.94%	\$1,917.35	4.27	5.91%	\$2,294.79	4.52	6.89%	\$2,672.22	4.77	7.86%	\$3,049.65
3.78	4.01%	\$1,555.02	4.03	4.98%	\$1,932.45	4.28	5.95%	\$2,309.88	4.53	6.93%	\$2,687.32	4.78	7.90%	\$3,064.75
3.79	4.05%	\$1,570.12	4.04	5.02%	\$1,947.55	4.29	5.99%	\$2,324.98	4.54	6.96%	\$2,702.41	4.79	7.94%	\$3,079.84
3.8	4.09%	\$1,585.21	4.05	5.06%	\$1,962.65	4.3	6.03%	\$2,340.08	4.55	7.00%	\$2,717.51	4.8	7.98%	\$3,094.94
3.81	4.12%	\$1,600.31	4.06	5.10%	\$1,977.74	4.31	6.07%	\$2,355.18	4.56	7.04%	\$2,732.61	4.81	8.02%	\$3,110.04
3.82	4.16%	\$1,615.41	4.07	5.14%	\$1,992.84	4.32	6.11%	\$2,370.27	4.57	7.08%	\$2,747.70	4.82	8.05%	\$3,125.14
3.83	4.20%	\$1,630.51	4.08	5.18%	\$2,007.94	4.33	6.15%	\$2,385.37	4.58	7.12%	\$2,762.80	4.83	8.09%	\$3,140.23
3.84	4.24%	\$1,645.60	4.09	5.21%	\$2,023.04	4.34	6.19%	\$2,400.47	4.59	7.16%	\$2,777.90	4.84	8.13%	\$3,155.33
3.85	4.28%	\$1,660.70	4.1	5.25%	\$2,038.13	4.35	6.23%	\$2,415.56	4.6	7.20%	\$2,793.00	4.85	8.17%	\$3,170.43
3.86	4.32%	\$1,675.80	4.11	5.29%	\$2,053.23	4.36	6.26%	\$2,430.66	4.61	7.24%	\$2,808.09	4.86	8.21%	\$3,185.53
3.87	4.36%	\$1,690.89	4.12	5.33%	\$2,068.33	4.37	6.30%	\$2,445.76	4.62	7.28%	\$2,823.19	4.87	8.25%	\$3,200.62
3.88	4.40%	\$1,705.99	4.13	5.37%	\$2,083.42	4.38	6.34%	\$2,460.86	4.63	7.32%	\$2,838.29	4.88	8.29%	\$3,215.72
3.89	4.44%	\$1,721.09	4.14	5.41%	\$2,098.52	4.39	6.38%	\$2,475.95	4.64	7.35%	\$2,853.39	4.89	8.33%	\$3,230.82
3.9	4.47%	\$1,736.19	4.15	5.45%	\$2,113.62	4.4	6.42%	\$2,491.05	4.65	7.39%	\$2,868.48	4.9	8.37%	\$3,245.91
3.91	4.51%	\$1,751.28	4.16	5.49%	\$2,128.72	4.41	6.46%	\$2,506.15	4.66	7.43%	\$2,883.58	4.91	8.40%	\$3,261.01
3.92	4.55%	\$1,766.38	4.17	5.53%	\$2,143.81	4.42	6.50%	\$2,521.25	4.67	7.47%	\$2,898.68	4.92	8.44%	\$3,276.11
3.93	4.59%	\$1,781.48	4.18	5.56%	\$2,158.91	4.43	6.54%	\$2,536.34	4.68	7.51%	\$2,913.77	4.93	8.48%	\$3,291.21
3.94	4.63%	\$1,796.58	4.19	5.60%	\$2,174.01	4.44	6.58%	\$2,551.44	4.69	7.55%	\$2,928.87	4.94	8.52%	\$3,306.30
3.95	4.67%	\$1,811.67	4.2	5.64%	\$2,189.11	4.45	6.61%	\$2,566.54	4.7	7.59%	\$2,943.97	4.95	8.56%	\$3,321.40
3.96	4.71%	\$1,826.77	4.21	5.68%	\$2,204.20	4.46	6.65%	\$2,581.63	4.71	7.63%	\$2,959.07	4.96	8.60%	\$3,336.50
3.97	4.75%	\$1,841.87	4.22	5.72%	\$2,219.30	4.47	6.69%	\$2,596.73	4.72	7.67%	\$2,974.16	4.97	8.64%	\$3,351.60
3.98	4.79%	\$1,856.96	4.23	5.76%	\$2,234.40	4.48	6.73%	\$2,611.83	4.73	7.70%	\$2,989.26	4.98	8.68%	\$3,366.69
3.99	4.82%	\$1,872.06	4.24	5.80%	\$2,249.49	4.49	6.77%	\$2,626.93	4.74	7.74%	\$3,004.36	4.99	8.72%	\$3,381.79
4	4.86%	\$1,887.16	4.25	5.84%	\$2,264.59	4.5	6.81%	\$2,642.02	4.75	7.78%	\$3,019.46	5	8.75%	\$3,396.89