

EXHIBIT D

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES –
2/1/2023 SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

REVIEW VERSION

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

FEBRUARY 1, 2023

The contract is not in effect until approved by City Council and signed by both Republic Services and the City.

References to sections of the City Code in the review version of the contract may be changed prior to or during Council consideration of the contract because Council would be adopting changes to the municipal code simultaneous with adoption of the contract.

The City and Republic Services may make technical changes to the review version of the contract prior to signing.

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AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES ("Agreement") is made and entered into on the Effective Date (defined below) by and between the CITY OF FORT COLLINS, a Colorado home-rule municipal corporation ("City"), whose address is 300 LaPorte Ave., Fort Collins, Colorado 80521 and Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Colorado ("Contractor"), whose local address is 1941 Heath Parkway, Unit 2, Fort Collins, CO 80524, each of which is individually a "Party" and collectively are the "Parties".

WHEREAS, the Contractor, in response to the City's Request for Proposals ("RFP") No. 9648 dated September 12, 2022, submitted a proposal for Residential Solid Waste Collection Services dated October 17, 2022 ("Proposal"), to provide Collection Services for Residential Units, as such terms are defined below, within the City; and

WHEREAS, based on the outcome of the RFP the City has selected the Contractor to perform the Collection Services for Residential Units in accordance with the terms of this Agreement and pursuant to the City's authority under C.R.S. § 30-15-401(7.5) and Chapter 12, Article II of the Fort Collins Municipal Code; and

WHEREAS, pursuant to C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the Fort Collins Municipal Code, this Agreement is subject to approval by the City Council of the City of Fort Collins by ordinance.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context specifies otherwise:
 - A. "Acceptable Waste" means Bulky Waste, Recyclable Materials, Solid Waste and Yard Trimmings but does not include Excluded Waste.
 - B. "Administrative Fee" means that fee authorized by Section 12-32(b) of the Fort Collins Municipal Code.
 - C. "Associated Services" means customer service and billing functions, including billing of Customers and Service Opt-Out Customers.
 - D. "Bulky Waste" means Solid Waste that does not fit in a closed solid waste cart, excluding Excluded Waste, electronics, yard trimmings, recyclable cardboard, items that weigh more than 60 pounds, and items larger than 6' x 6'.
 - E. Carts Terminology:
 - "XS Cart" shall mean a 30-39-gallon cart with an insert that functionally creates a cart with less than 30 gallons of available capacity.
 - "Small Cart" shall mean a cart with a capacity of 30-39 gallons.
 - "Medium Cart" shall mean a cart with a capacity of 60-69 gallons.
 - "Large Cart" shall mean a cart with a capacity of 90-99 gallons.
 - "XL Cart" shall mean two Large Carts.

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- F. “City Limits” means the boundary of the City of Fort Collins as identified via the City of Fort Collins GIS system. City Limits does not include the Growth Management Area. The City Limits are subject to change through future annexations by the City.
- G. “City Representative” means the City’s Environmental Program Manager for Waste Reduction & Recycling, or another City employee designated through the process established in Section 10, who shall be the Contractor’s primary contact at the City of Fort Collins.
- H. “Collection Services” means the collection, transportation, and delivery to an appropriate facility of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items, and Associated Services for Residential Units conducted in a manner consistent with all applicable laws and regulations and the provisions of this Agreement.
- I. “Contractor” means Allied Waste Systems, Inc., a Delaware corporation d/b/a Republic Services of Colorado.
- J. “Customer” means an owner or occupant of a Residential Unit that receives Collection Services from Contractor under the terms of this Agreement.
- K. “Door-to-Door Service” means service in which Contractor brings carts from the Customer’s location to the curb or alley for servicing and returns the carts to the Customer’s location.
- L. “Dumpster” means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of Solid Waste, Recyclable Materials or Yard Trimmings.
- M. “Effective Date” means the effective date of this Agreement, which shall be the date stated in Section 4, Agreement Term.
- N. “Electronics” means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10 and as amended by the State of Colorado from time to time.
- O. “Excluded Waste” means (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; or (3) any other waste prohibited from a disposal or processing facility.
- P. “Force Majeure” means any act or event that prevents a Party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected Party and such Party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, earthquake, pandemic, epidemic, war, riot, and restraints or injunctions, not resulting from a Party’s breach of any terms and conditions of this Agreement or any other contractual commitment. Force Majeure acts or events do not include: economic or financial events that impact Contractor’s

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ability to access or use financial resources; or labor disputes or strikes. To the extent that the performance is actually prevented, the Contractor must provide written notice to the City of such condition within three (3) days from the onset of such condition. Weather that causes suspensions or delays in Collection Services, as referenced in the Severe Weather Protocol in Exhibit A, is not a Force Majeure act or event.

- Q. “Hazardous Waste” means any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.
- R. “Recyclable Cardboard” means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered Recyclable Cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.
- S. “Recyclable Materials” means the materials listed in Table 1 of Exhibit A and any other materials identified by Contractor and approved by the City as Recyclable Materials, provided those materials have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.
- T. “Residential Units” means and includes all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City Limits, subject to certain exceptions and/or City-granted variances as provided in Sections 12-29 and 12-30 of the Fort Collins Municipal Code. Residential Units also include residences of Service Opt-in Customers.
- U. “Service Commencement Date” means the date as stated in Section 5, upon which the Contractor begins providing all Collection Services to Residential Units.
- V. “Service Opt-In Customer” means a Homeowner Association (“HOA”) or multi-unit residential building containing eight (8) or more dwellings within the City Limits that qualifies for an exception to the City’s Residential Waste Collection Program as provided in Section 12-29 of the Fort Collins Municipal Code that opts-in to receive Collection Services from Contractor.
- W. “Service Opt-Out Customer” means any person or entity who opts-out of the City Residential Waste Collection Program pursuant to Fort Collins Municipal Code, Section 12-32(c).
- X. “Service Year” means a period of twelve (12) calendar months beginning on the Service Commencement Date.
- Y. “Solid Waste” means all refuse, putrescible and nonputrescible waste, excluding electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial

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appliances, Hazardous Wastes, materials used as fertilizers or for other productive purposes and Recyclable Materials or Yard Trimmings which have been source separated for collection and does not include Excluded Waste.

- Z. “Transition Period” means the time from Effective Date until the Service Commencement Date.
- AA. “Transition Plan” means a plan documenting the timeline for which activities shall be undertaken by the Contractor and by the City during the Transition Period.
- BB. “Yard Trimmings” means those materials included in Table 2 of Exhibit A and any other similar organic materials identified by Contractor and approved in writing by the City Representative as Yard Trimmings.

2. Scope of Agreement.

- A. This Agreement pertains to Collection Services for Residential Units in the City Limits provided by Contractor on behalf of the City pursuant to the City’s authority in C.R.S. § 30-15-401(7.5). Contractor’s work under this Agreement shall consist of all supervision, materials, equipment, fuel, labor, tip fees and other items necessary to diligently and effectively provide Collection Services.
- B. This Agreement shall not be considered a franchise for services to the residents of the City and any residential household may choose to negotiate with any other solid waste collection service provider licensed to do business in the City or may choose to remove their own Solid Waste, Recyclable Materials, Yard Trimming and Bulky Items in accordance with applicable laws and regulations and subject to the payment obligations set forth in Sections 3.1 and 4.7 of Exhibit A.

3. Scope of Services. Beginning on the Effective Date or Service Commencement Date, as applicable, the Contractor shall provide services to the City or, as applicable, to each Residential Unit as described herein:

- A. Request for Proposal. Request for Proposal (RFP) 9648 Residential Solid Waste Collection Services dated September 12, 2022 is incorporated herein by this reference. In the event a conflict exists between contract documents the order of precedence shall be 1) This Agreement including all exhibits; 2) RFP; and 3) Contractor’s Proposal.
- B. Contractor’s Proposal. Contractor’s Proposal dated October 17, 2022 is incorporated herein by this reference.
- C. Collection Services. Applicable Collection Services for Residential Units and Service Opt-Out Customers shall be in accordance with **Exhibit A**, which is attached hereto and incorporated herein by this reference.
- D. Operating Specifications. All services performed hereunder shall be subject to the requirements stated in **Exhibit A**, which is attached hereto and incorporated herein by this reference.

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- E. Contractor Performance. The Contractor is required to provide a high level of customer service, timely and accurate billing on behalf of the City, and professionalism in the performance of services under this Agreement. Performance failures will be addressed, to the extent possible, through liquidated damages for certain infractions as set forth on **Exhibit A**. The Parties agree, assigning a monetary value for damages to the City and the public for performance failures for such matters do not easily translate to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in **Exhibit A**, which is attached hereto and incorporated herein by this reference, are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.
- F. Pricing. The Contractor shall perform applicable Collection Services for Residential Units and Service Opt-Out Customers at the prices stated in **Exhibit B**, which is attached hereto and incorporated herein by this reference.
- G. Compensation. As compensation for the services provided under this Agreement, Contractor shall retain all fees collected from Customers and Service Opt-Out Customers except for the Administrative Fee, as provided in Exhibit A. The City is not liable or otherwise responsible to Contractor for any fee not paid by any Customer or Service Opt-Out Customer.
- H. Insurance. Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement, via blanket-form endorsement, as applicable of the type and with the limits specified within **Exhibit C**, which is attached hereto and incorporated herein by this reference. Prior to the Effective Date of the Agreement, the Contractor, or its authorized representative, shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company rated A-VIII or higher by A.M. best Company and approved in Colorado.
- I. Confidentiality. The Contractor shall comply with **Exhibit D**, which is attached hereto and incorporated herein by this reference.
- J. Ownership of Waste. Contractor shall take ownership of Acceptable Waste when it is loaded into Contractor's vehicle. Ownership of and liability for any Excluded Waste shall remain with the generator and shall at no time pass to Contractor.
- K. Right of Refusal. If any Excluded Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire pick-up that contains those items. In the event such items are present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items, in accordance with applicable law and charge the depositor or generator for all reasonable direct costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of those items.

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4. Agreement Term. Subject to approval by ordinance of the Fort Collins City Council, this Agreement shall commence effective March 17, 2023, (“Effective Date”) and shall continue in full force and effect for five (5) years from the Service Commencement Date, unless terminated as provided herein (“Agreement Term”).
5. Service Commencement Date. The Service Commencement Date is the date the Contractor starts performing all Collection Services for Residential Units under the Agreement. The Service Commencement Date shall be September 30, 2024, subject to change by mutual written agreement of the Parties.
6. Early Termination. Notwithstanding the time periods contained herein, this Agreement shall terminate: 1) if the City fails to appropriate funds pursuant to Section 9 of this Agreement at the time as such then-existing appropriations are to be depleted; or 2) in the event of a termination by default in accordance with Section 20; or 3) at either Party’s option pursuant to Exhibit A, Section 4.11 in the event the Parties cannot mutually agree on the impact of uncontrollable costs.
7. Carts. Upon expiration or termination of the Agreement, ownership of all carts and replacement parts for such carts purchased by the Contractor under this Agreement shall transfer to the City. In the event of expiration or termination for Contractor default, the ownership of the Carts shall transfer to the City at no cost, free and clear of any liens or debt. In the event the Agreement is terminated early by the City in accordance with Section 6, the City shall pay the Contractor the net present value of the monthly cost per cart multiplied by the number of months remaining to reach five (5) years from the Service Commencement Date. Upon transfer of ownership, carts at Residential Units shall remain at the Residential Unit and Contractor shall transport the carts and replacement parts for such carts not at Residential Units to a location within Larimer County designated by the City Representative.
8. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Contractor

Allied Waste Systems, Inc., d/b/a Republic Services of Colorado
Attn: General Manager
1941 Heath Parkway Unit 2
Fort Collins, CO 80524

Republic Services, Inc.
Attn: Legal Department
18500 N. Allied Way
Phoenix, AZ 85054

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City

City of Fort Collins
Attn: Program Manager, Waste Reduction and Recycling
PO Box 580
Fort Collins, CO 80522

City of Fort Collins
Attn: Purchasing Director
PO Box 580
Fort Collins, CO 80522

City of Fort Collins
Attn: City Attorney's Office
PO Box 580
Fort Collins, CO 80522

9. Appropriation. To the extent this Agreement or any provision in it would constitute a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall provide Contractor with thirty (30) days written notice of any failure of the City to appropriate adequate funds. Neither party shall have the obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.
10. City Representative. The City Representative shall make, within the scope of their authority, all necessary and proper decisions with reference to the services provided under this Agreement. The City, through the City Manager, may change its representative by providing written notice of such change to Contractor. All requests concerning this Agreement shall be directed to the City Representative. Notwithstanding the foregoing, any changes to the Agreement shall not be binding on either Party without a written amendment to the Agreement.
11. Marks. Subject to a Party's express written approval, the other Party may use the Party's name, logo, symbol, trademark or service mark (together "Marks") in electronic, printed, stamped or inscribed materials to support and promote the relationship between the Parties during the Agreement Term. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferrable, and non-assignable.
12. Independent Service Provider. It is the express intention of the Parties that Contractor is an independent contractor performing services and is not an employee, agent, joint venturer, or partner of City. The City shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
13. Subcontractors and Disposal Facilities.
 - A. The City acknowledges and approves the Contractor's utilization of the following subcontractors to perform services hereunder:

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i) Schaefer Plastics North America, LLC (“Schaefer”), which shall manufacture, warrant, and deliver the Carts for Solid Waste, Recyclable Materials and Yard Trimmings on Contractor’s behalf.

B. The City acknowledges and approves Contractor’s use of the following disposal facilities:

- i) A-1 Organics for disposal of Yard Trimmings.
- ii) Ewing Landscape Materials for disposal of Yard Trimmings.
- iii) Larimer County Landfill for disposal of Solid Waste.
- iv) Larimer County Recycling Center for disposal of Recyclable Materials.
- v) North Weld Landfill for disposal of Solid Waste.
- vi) Other disposal facilities selected and used in accordance with the terms of this Agreement.

C. Except as stated above in Section 13(A), Contractor may not subcontract any of the Collection Services or use another disposal facility without the prior written consent of the City Representative.

D. The following provisions shall apply for all services subcontracted hereunder: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor shall be required to comply with all applicable terms of this Agreement, (c) the subcontract shall not create any contractual relationship between any such subcontractor and the City, nor shall it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor shall be subject to inspection by the City to the same extent as the work of the Contractor. Contractor shall be solely responsible for performance of all duties hereunder.

14. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement except as set forth in this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

15. Not Waiver. The City’s approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement. The failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

16. Warranty.

A. The Contractor hereby warrants that it is qualified and has the financial capacity, operational capacity and equipment to assume the duties and responsibilities necessary to effectively render the services described herein and has all the requisite corporate authority, professional licenses, and permits in good standing required by law.

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- B. The services performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work. The services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
 - C. The Carts shall be warranted by Schaefer for a period of ten (10) years from the date of delivery. As stated in Exhibit A, Attachment 2 upon transfer of ownership the manufacturer's warranty for the carts shall transfer to the City. The Contractor shall use best efforts to ensure the City receives the manufacturer's warranty upon transfer of ownership.
17. City's Role. The Contractor shall provide all services with no direct support by City staff. Although City staff may collaborate with Contractor on certain initiatives such as Customer education and communication, such support is solely at the City's discretion. Notwithstanding the foregoing, the City intends to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall fully cooperate with the City relating to such monitoring and evaluation.
18. Force Majeure. If either Party is prevented in whole or in part from performing its obligations by force majeure, then the Party so prevented shall be excused from whatever performance is prevented by such cause.
19. Disputes Resolution. Except in the event of a Default, pursuant to Section 20, the Parties shall attempt to resolve disputes as follows:
- A. Informal Dispute Resolution. The Parties will use reasonable efforts to resolve any disputes under this Agreement through negotiation. If a dispute arises between the Parties, the primary Representative for each Party will first strive to work out the problem internally. If the Representatives are unable to resolve the dispute within ten (10) days of commencing discussions, then either Party may deliver a written notice to the other Party describing the nature and substance of the dispute and proposing a resolution (the "Notice of Dispute").
 - B. Executive Negotiation. During the first ten (10) days following the delivery of the Notice of Dispute (and during any extension to which the Parties agree) an authorized executive of each Party shall attempt in good faith to resolve the dispute through negotiations. If such negotiations result in an agreement in principle to settle the dispute, they shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.
 - C. Unresolved Disputes. Upon the Parties' mutual written agreement, any dispute under this Section 19 may be submitted for resolution to mediation to occur in Fort Collins, Colorado. The Parties reserve all rights to adjudicate any dispute not submitted to mediation under this Section 19 of the Agreement. In the event of mediation, the Parties shall share the cost for the mediator(s) equally and each Party shall be solely responsible for their own legal counsel expenses.

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20. Default. If either Party breaches any provision of this Agreement and such breach is not substantially cured within ten (10) days after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail, the non-breaching Party may terminate this Agreement by giving ten (10) days' written notice of termination to the breaching Party. However, if the breach is not within the reasonable control of the defaulting party and cannot be substantially cured within ten (10) days, such cure period may be extended to an agreed period of time pursuant to a mutually agreed upon corrective action plan to cure the default. If the breach is within the reasonable control of the defaulting party, and the defaulting party fails to cure such default in accordance with this Section, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail themselves of any other remedy at law or equity. If the non-defaulting Party, exhausts the dispute resolutions provisions stated in Section 19 of the Agreement, they may commence legal or equitable action against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of default.

21. Performance Security.

- A. The Contractor shall provide performance security by providing the City an irrevocable letter of credit in a form satisfactory to the City Purchasing Director at least ninety (90) days prior to the Service Commencement Date. The amount of the letter of credit will be One-Million Dollars (\$1,000,000) issued by a local, federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC or A or higher by Standard & Poor's, Moody's Investor, or comparable agency as determined by the City.
- B. The irrevocable letter of credit shall contain the following endorsement, "At least sixty (60) days prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to the City by the financial institution. Such notice shall be given by certified mail to the City of Fort Collins, Purchasing Director, 215 North Mason, Fort Collins, CO 80522."
- C. The irrevocable letter of credit shall be released to the City in the event this Agreement is terminated by reason of breach or default of the Contractor. The irrevocable letter of credit will be released to Contractor at the end of the Agreement Term, provided there is no outstanding breach, default, or other payment deductions or adjustments.
- D. The rights reserved to the City with respect to the irrevocable letter of credit are in addition to all other rights of the City, whether reserved by this Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit shall affect any other rights the City has or may have under the law.

22. Entire Agreement; Binding Effect; Order of Precedence; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the Parties regarding this transaction and shall be binding upon said Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said Parties. Covenants or representations not contained in this

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Agreement shall not be binding on the Parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective Party and to bind such Party to the terms of this Agreement.

23. Indemnity. The Contractor agrees to indemnify, defend and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever (including reasonable attorneys' fees) brought or asserted for injuries to or death of any person or persons, or damages to property (collectively, "Claims") to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor shall not be liable for any Claims resulting solely from negligence or willful misconduct of the City.
24. Compliance with Law: The services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and City laws, ordinances, rules and regulations. Contractor must be properly licensed by the City to perform Collection Services.
25. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in Federal District Court in Denver, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
26. Prohibition Against Unlawful Discrimination. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, affirmatively ensures that for all contracts entered into with the City, disadvantaged business enterprises are afforded a full and fair opportunity to bid on the contract and are not to be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its contractors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party contractors and their subcontractors at every tier.

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27. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.
28. Colorado Open Records Act. The Contractor hereby acknowledges that the City is a public entity subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.
29. Survival: Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first written above.

CITY OF FORT COLLINS

ALLIED WASTE SYSTEMS, INC.

Kelly DiMartino, City Manager

Date

CITY OF FORT COLLINS

Gerry Paul, Purchasing Director

Date

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SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

APPROVED AS TO FORM

ATTEST

EXHIBIT A

SCOPE OF WORK/COLLECTION SERVICES

1.0 BACKGROUND

The Agreement provides for Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for Residential Units in Fort Collins.

Fort Collins has a long-standing commitment to waste reduction and has utilized a licensed open market collection system for decades.

Fort Collins' license requires haulers to report the materials collected from all sectors of the community, which is used to calculate various diversion rates. In 2020, the community diversion rate (including residential, commercial, and industrial materials) was 52% and the residential diversion rate was 29%. Details of Fort Collins diversion rates can be found in the annual reports at www.fcgov.com/recycling/publications-resources.php.

Fort Collins has adopted aggressive waste reduction goals, including working toward zero waste by 2030, and has identified a stagnant residential diversion rate as one of the challenges of making progress on that goal. Our Climate Future is the combined waste, climate and energy plan for Fort Collins and can be viewed at www.fcgov.com/climateaction/our-climate-future.

Fort Collins wishes to build upon the existing program and the goals of this Agreement include, but are not limited to:

- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods.
- Reduce greenhouse gas emissions.
- Increase diversion of Recyclable Materials and Yard Trimmings and encourage reuse of Bulky Items as much as possible.
- Provide equitable pricing throughout the community.
- Provide cost-effective pricing for Collection Services.
- Provide a high level of customer service.

2.0 SERVICE INFORMATION

City Limits

The Contractor shall provide applicable Collection Services for Residential Units and Service Opt-Out Customers within the City Limits. Contractor is responsible for servicing Residential Units and Service Opt-Out Customers added to City limits within 60 days of the Residential Unit's location being annexed into the City Limits.

Alleys

Where alleys are the primary service option, Contractor shall provide Collection Services in alleys.

Door to Door Service

Contractor shall provide Door-to-Door Service for Customers with a disability as defined in Title 2 of the ADA upon request for no additional charge.

Service Suspension

Contractor shall provide a suspension of services (a “Service Suspension”) up to once per calendar year upon Customer request for a period of one month or more. During the Service Suspension, the Contractor shall charge the Customer the XS Cart service price and the Administrative Fee. Contractor may not charge the Customer to start or stop the Service Suspension.

Transition Plan

The current version of the Transition Plan is Attachment 3 and may be adjusted during the Transition Period by mutual written consent of the Parties.

Service Opt-Out Customers

Contractor shall not provide Solid Waste, Recyclable Materials, Yard Trimmings, or Bulky Items collection services to Service Opt-Out Customers. Contractor shall bill Service Opt-Out Customers in accordance with this Agreement and the Fort Collins Municipal Code.

Customers may elect to opt out of Collection Services at any time by contacting the Contractor. In the event more than ten percent (10%) of eligible Customers elect to opt out within sixty (60) days of the Service Commencement Date, the Parties shall negotiate, in good faith, the time available to the Contractor to start Collection Services for Service Opt-Out Customers who choose to opt back in to Collection Services. For purposes of this paragraph, the calculation of eligible Customers shall consider only Customers at single-unit residential buildings not within an HOA and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City Limits.

In the event the City eliminates or reduces the impact of the Pay-As-You-Throw program (volume-based trash rates with bundled recycling) in the residential hauler license requirements of Chapter 15, Article XV of the Fort Collins Municipal Code, the Parties shall negotiate in good faith, the time available to the Contractor to start Collection Services for Service Opt-Out Customers who choose to opt back in to Collection Services.

Service Opt-In Customers

If a Service Opt-In Customer requests to opt in to Collection Services, the Contractor shall work with the entity representing the Service Opt-In Customers to mutually agree to a date to deliver carts and start Collection Services (i.e. the Contractor is not required to meet the cart delivery requirements in section 4.1 of this Agreement).

3.0 SCOPE OF WORK/COLLECTION SERVICES

3.1 Solid Waste Collection

Contractor shall provide Solid Waste Collection Services as follows:

- Contractor shall offer five service levels to Customers, corresponding the XS, S, M, L, and XL Cart sizes, for the prices in the Price Sheet (Exhibit B). All service levels shall include Recyclable Materials, Yard Trimmings, and Bulky Items collection.
- Contractor shall provide weekly Solid Waste collection.
- Contractor shall collect Solid Waste from Solid Waste carts provided as part of this Agreement.

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- The Contractor may use any of the permitted landfills identified in this Agreement. Notwithstanding the previous sentence, at the City's sole option the City may require flow control, in which case the Contractor shall dispose of all Solid Waste at the Larimer County Landfill. City Representative shall notify the Contractor in writing with at least six (6) months' notice if the City elects to start or stop flow control of Solid Waste to the Larimer County Landfill. If such action takes place after one (1) year from the Service Commencement Date, the Parties shall negotiate in good faith any resulting financial impacts and update Exhibit B.

Overflow Solid Waste

When a Customer sets out un-carted Solid Waste (including if a cart lid cannot fully close), the Contractor shall:

- Photograph the Solid Waste.
- Affix an appropriately marked service tag to the Customer's Solid Waste cart.
- Collect the overflow Solid Waste on the same day as Solid Waste cart.
- Charge the Customer an extra \$4 per 32-gallon bag equivalent. Contractor will retain the additional cost paid by the Customer.

Recyclable Cardboard in Non-Recycling Carts

City code prohibits the disposing of Recyclable Cardboard in Solid Waste or Yard Trimmings carts or Electronics in any cart. When Recyclable Cardboard appears to constitute 25% or more of a Solid Waste or Yard Trimmings cart or when Electronics are observed in any cart, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Solid Waste cart.
- Not service the cart until the Recyclable Cardboard is removed.
 - Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of prohibited materials.
 - The following regularly scheduled service day, the Customer may set out twice the regular volume of Solid Waste for no additional charge to account for the prior missed service. In this circumstance, bags equivalent to the regular weekly service level of Solid Waste shall not be considered overflow Solid Waste.
- If Customer has not removed the materials by the next regularly scheduled service day, Contractor shall notify the City Representative for compliance action.

3.2 Recyclable Materials Collection

Contractor shall provide Recyclable Materials Collection Services as follows:

- Contractor shall collect Recyclable Materials from Recyclable Materials carts provided as part of this Agreement.
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly cost subject to Section 4.1 of the Agreement.

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- Collection shall be on the same day as Solid Waste collection.
- At the City’s discretion, Contractor shall deliver Recyclable Materials to the Larimer County Recycling Center or the permitted recycling center of the Contractor’s choice for the pricing included in the Price Sheet (Exhibit B). City Representative shall notify the Contractor in writing with at least six (6) months prior written notice if the City elects to start or stop flow control of Recyclable Materials to the Larimer County Recycling Center. If such action takes place after one (1) year from the Service Commencement Date the Parties shall negotiate in good faith any resulting financial impacts and update Exhibit B.
- Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, Contractor shall notify the City Representative within one (1) business day with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.

**Table 1
MINIMUM LIST OF RECYCLABLE MATERIALS TO COLLECT**

Recyclable Cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)
Office paper (white and colored)	Aluminum cans, clean foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

Recyclable Materials Service Frequency and Number of Carts

Recyclable Materials Service shall be provided to 100% of Customers as part of the Collection Services cost. Recyclable Materials Services shall be every-other-week collection of up to two Large Recyclable Materials Carts or weekly collection of one Large Recyclable Materials Cart. Except as otherwise set forth herein, Contractor shall only be required to collect the contents of the Recyclable Materials Carts and may charge Customers for additional Recyclable Materials should Contractor elect to collect such materials. Any such material cannot be in a plastic bag and must not exceed the Cart size. The fee for such services shall be in accordance with the Pricing Schedule in Exhibit B.

Changes in Market Conditions

If the materials recovery facility processing Customers’ Recyclable Materials temporarily or permanently stops accepting some or all of the items in Table 1, the Parties will come to mutual agreement about how to adjust Collection Services in a timely manner.

Recyclable Materials Contamination

The Recyclable Materials contamination threshold shall be ten percent (10%) by volume. When the Contractor encounters a cart with ten percent (10%) or more contamination, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer’s Recyclable Materials cart.
- Not service the cart until the contamination is removed.

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- Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of the contamination.
- The following regularly scheduled service day, the Customer may set out twice the regular volume of Recyclable Materials for no additional charge to account for the prior missed service. In this circumstance, Recyclable Materials may be placed in Recyclable Cardboard boxes and shall not be considered overflow Recyclable Materials.
- If the Customer has not removed the contamination by the next regularly scheduled service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee.

3.3 Yard Trimmings Collection

Contractor shall provide Yard Trimmings Collection Services as follows:

Contractor shall automatically enroll Customers in Yard Trimmings Collection Services. However, Customers may elect to opt-out of Yard Trimmings Collection Services at the time of the initial sign-up for services or by contacting the Contractor.

Customer's may elect to opt-out of Yard Trimming Collection Services at any time however, the effectivity date for such change in service and corresponding reduction in the monthly cost shall in accordance with Attachment 1, attached hereto and incorporated herein by reference.

- In the event a Customer elects to opt-out of the Yard Trimming collection services, the Customer's monthly cost shall be reduced in accordance with the Pricing Sheet (Exhibit B).
 - Contractor shall collect Yard Trimmings from Yard Trimmings carts provided as part of this Agreement.
- Contractor shall collect Yard Trimmings in the cart only (no loose materials will be accepted).
- Unless the Customer opts out of Yard Trimmings Collection Services, Contractor shall provide Customers a Large Cart for Yard Trimmings Collection Services.
 - Customers may select a Medium Cart for no change in their monthly cost subject to Section 4.1 of the Agreement.
- Contractor shall collect Yard Trimmings weekly from April 1st through November 30th each year.
- Contractor shall collect Yard Trimmings on the same day as Solid Waste and Recyclable Materials collection.
- Contractor shall deliver Yard Trimmings to A-1 Organics or Ewing Landscape Materials.
 - Contractor shall receive prior written approval from the City Representative to take materials to a facility other than A-1 Organics or Ewing Landscape Materials.
- Yard Trimmings may not be landfilled unless load is rejected from the Yard Trimmings destination due to contamination. If that occurs, Contractor shall notify City Representative via email within one (1) business day with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to the City Representative.

**Table 2
MINIMUM LIST OF YARD TRIMMINGS TO COLLECT**

Brush & Limbs (Up to 3" diameter and length to fit in in the cart with lid closed)
Grass Clippings
Leaves
Garden Trimmings / Weeds / Plant Material

Yard Trimmings Contamination

The Yard Trimmings contamination threshold shall be ten percent (10%) by volume. When the Contractor encounters a cart with ten percent (10%) or more contamination through visual inspection of the cart, the Contractor shall:

- Photograph the item(s) in the cart.
- Affix an appropriately marked service tag to the Customer's Yard Trimmings cart.
- Not service the cart until the contamination is removed.
- Contractor may leave the cart un-serviced until the regularly scheduled service day that follows the removal of the contamination.
- The following regularly scheduled service day, the Customer may set out twice the regular volume of Yard Trimmings for no additional charge to account for the prior missed service. In this circumstance, Yard Trimmings may be placed in paper yard waste bags and shall not be considered overflow Yard Trimmings.
- If the Customer has not removed the contamination by the next regularly scheduled service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee.

3.4 Periodic Residential Bulky Items Collection

Bulky Items Collection Services

The Contractor shall provide Bulky Items Collection Services as follows:

- Collection on an on-call basis.
- Collection within five (5) business days of request.
- Collection need not be on the same day as regular Solid Waste services.
- Contractor shall utilize a rear load truck to provide Bulky Items Collection.
- Contractor will provide periodic educational outreach to Customers in the City to encourage reuse of Bulky Items.
- Contractor shall track the number of and types of items collected (in categories mutually agreed upon by the Contractor and the City Representative).
- As part of the Collection Services cost, Customers may request collection of up to two (2) No Additional Fee Bulky Items per calendar year for no additional charge. Customers requesting collection of more than two (2) No Additional Fee Bulky Item collections per calendar year shall pay the price stated in the Pricing Sheet (Exhibit B) for any additional No Additional Fee Bulky Items.

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- No Additional Fee Bulky Items
Shall include common household items, including but not limited to non-freon containing appliances and furniture, excluding the following:
 - Excluded Waste
 - Hazardous Waste
 - Electronics
 - Yard Trimmings
 - Recyclable Cardboard
 - Items that weigh over 60 pounds
 - Items larger than 6' x 6'
- Additional Fee Bulky Items
Shall include items for which Customers will be charged an extra fee, per the pricing stated in the Pricing Sheet (Exhibit B).

3.5 Dumpster Service for Multi-Unit Residential and Commercial Customers

At the City's discretion and with 90 days advance written notice of the City Representative, the Contractor shall offer Dumpster service for Solid Waste and Recyclable Materials pursuant to the terms of this Agreement. As determined by the City, this service offering may be made available to Residential Units, multi-unit residential buildings, or commercial buildings that opt in to receive such Dumpster service by Contractor. Pricing for such Dumpster services shall be as stated in the Price Sheet (Exhibit B).

3.6 Other Services or Additional Material Collections or Other Ways to Improve Program

The Contractor may identify at any time and propose to the City to offer other services or collect additional materials to improve the program subject to the following:

- Such supplemental service(s) enhances services under the City's Agreement and supports the City's sustainability goals.
- Collection is compliant with the terms of the City's Agreement and all local, state and federal laws and regulations.
- Materials are managed at an appropriately licensed / permitted facility.

Any additional services or additional materials collected are subject to the City's prior written approval at the City's sole discretion.

4.0 OPERATIONAL SPECIFICATION

The Contractor shall provide all resources, equipment, and personnel necessary to perform all services described herein.

4.1 Carts

The Contractor shall purchase, assemble, and deliver all Solid Waste, Recyclable Materials, and Yard Trimmings carts.

Cart ownership will transfer to the City at the end of the Agreement Term subject to Section 5 of the Agreement.

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The cost of the carts is included in the monthly rates as stated in the Pricing Sheet (Exhibit B). The Customer's bill shall not include a separate itemized line-item price for carts.

Carts shall be new, wheeled units that meet the following criteria:

- The cart body and lid shall be distinct for Solid Waste, Recyclable Materials and Yard Trimmings carts. Cart colors shall be:
 - Grey for Solid Waste (CL.GRY.1).
 - Blue for Recyclable Materials (CL.BLU.1).
 - Green for Yard Trimmings (CL.GRN.1).
- Cart sizes available must be consistent with service levels in Section 3.
- Carts must be compatible with industry standard collection equipment.
- Carts shall be manufactured with a minimum of ten percent (10%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels.
- Radio Frequency Identification (RFID) tags must be embedded in carts at the time of manufacturing.
- Carts shall be hot-stamped with City logo and contact phone number. The lids of Recyclable Materials and Yard Trimmings carts shall have in-mold labeling of full-color guidelines for acceptable/unacceptable materials.
 - The City Representative will provide information and artwork for hot stamp and in-mold label guidelines printing.
 - Contractor logos and information shall not be included on carts other than temporary labeling approved by the City Representative.
- Carts shall be purchased from Schaefer and shall be model numbers 95Q.0R0, 65Q.0R0 and 35Q.0R0.
- Schaeffer shall provide a 10-year warranty on the carts purchased pursuant to this Agreement which shall transfer to the City simultaneous with the transfer of the cart ownership at the end of this Agreement Term.

Grant Funding

The City has secured \$15 per Recyclable Materials cart in grant funding from The Recycling Partnership to offset part of the Recyclable Materials cart cost. The price stated in the Pricing Sheet (Exhibit B) has been reduced by an amount equal to this grant funding.

Once the City has received the grant funds, the City Council has appropriated such funds and the City has confirmed delivery of the carts, the City shall authorize the Contractor to initiate an invoice for such grant funds. The Contractor shall then invoice the City for an amount equal to the grant funding. Invoices should be emailed to invoices@fcgov.com with a copy to the City Representative. Pay terms shall be Net 30 days from the date of the invoice.

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The City may continue to seek grant funding to offset other cart costs. In the event the City secures additional grant funding, the price for services shall be reduced by an amount equal to the additional grant funding provided by the City.

Cart Exchanges and Replacement

Initial Service Start-Up:

- Contractor shall provide an appropriately sized and equipped fenced, secured location to utilize during cart assembly and delivery. The Contractor shall notify the City Representative in writing as soon as reasonably possible once the site has been identified.
- Contractor shall provide a second appropriately sized and equipped fenced, secured location to store Contractor's legacy carts and other haulers' carts. The Contractor shall notify the City Representative in writing as soon as reasonably possible once the site has been identified...
- Contractor shall collect existing Republic Services or Gallegos carts from their customers simultaneous with delivery of carts for Collection Services. Subject to written agreement with other licensed haulers, Contractor shall collect other haulers' existing carts from their customers simultaneous with delivery of carts for Collection Services unless otherwise mutually agreed in writing by the Parties.
 - All collected carts shall be transported to the secure storage location agreed upon by the City Representative and Contractor.
 - The City Representative shall use commercially reasonable efforts to support communication between the Contractor and other licensed haulers.
- Contractor shall deliver new carts simultaneously with the old cart removal unless otherwise mutually agreed in writing by the Parties.
- Contractor shall scan the RFID in each cart and the related serial number at the point of delivery and confirm the carts delivered are the correct size and type requested by each Customer.
 - Throughout the duration of this Agreement, Contractor shall maintain a current database of the serial number of each cart and the affiliated address, along with the Customer's name, phone number, email address and billing address. With thirty (30) days' advance written request by City, Contractor shall send City the information contained in the database in a mutually agreed-upon format. As part of Contractor's subcontract with Schaefer, Contractor will provide information correlating each serial number with its corresponding RFID within reasonable time upon request.
- Contractor shall affix information to carts at the time of delivery.
 - The information shall include but is not limited to guidelines and a service calendar. The information shall be designed collaboratively by the City and the Contractor with final written approval by the City Representative.
 - The Contractor shall pay all printing and any other costs (such as cost for attaching to carts at delivery etc.) for the information.
- Contractor and the City Representative shall agree in writing to the cart deployment and collection schedule at least ninety (90) days prior to cart delivery and collection.

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- Contractor shall recycle all unusable Republic Services carts and carts labeled as Gallegos Sanitation.
- Contractor shall provide Cart delivery and collection of Contractor's and Gallegos' Carts, and subject to written agreement between the Contractor and other haulers, such haulers' Carts. Such service shall be performed at no charge to the Customer.
- Upon receipt of a Customer complaint that Contractor delivered the incorrect size or type of cart, Contractor shall deliver correct carts and remove incorrect carts by the next scheduled service day for such waste stream.

Ongoing:

- Contractor shall provide up to two (2) delivery / exchange / repair instances per service address per year for no additional charge. Each instance could involve one or more carts for the following reasons:
 - Initial delivery of carts when a new Customer starts service.
 - Collection of carts when a Customer ends service.
 - Repairing or replacing broken or missing carts.
 - Exchanging carts for a different service size.
 - Cart delivery or exchange for any other reason.

Contractor can charge Customer a delivery / exchange fee for delivery / exchange / repair needs beyond two instance per year. The cart exchange fee for such instances is included in the Pricing Sheet (Exhibit B).

- Contractor shall deliver, exchange or collect carts by the next service date for the applicable waste stream.
- Contractor shall maintain at least two percent (2%) surplus inventory for each size and type of cart utilized as part of this Agreement. Contractor shall monitor cart inventory daily. Contractor shall ensure adequate inventory of carts at all times.
- Cart inventory utilized as part of this Agreement shall be securely stored within Contractor's fenced property.

Cart Maintenance

Contractor shall provide routine cart maintenance, repair and replacement.

Contractor shall:

- Maintain carts graffiti-free and in good working condition.
- Repair any damaged carts that can reasonably be returned for regular service.
- Replace carts that cannot reasonably be repaired.
- Recycle any decommissioned carts.

4.2 Collection Vehicles

The Contractor shall provide all vehicles and equipment needed for Collection Services in an efficient and environmentally sensitive manner.

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Collection Vehicles

Collection vehicles used to provide Collection Services for this Agreement shall meet the following criteria:

- Be 2018 model year or newer.
- As applicable, have functioning diesel exhaust aftertreatment systems.
- At least 50% of the diesel collection vehicles shall meet US16 Emission standards.
- At least 45% of the diesel collection vehicles shall have certified clean idle engines.

Contractor shall not purchase and/or transfer from another location any additional diesel trucks for use in Collection Services for this Agreement. Both Parties acknowledge vehicles may need to be transferred due to a vehicle collision or equipment failure. All new trucks purchased and any replacements for trucks retired from service shall be RNG-fueled or electric trucks.

Contractor shall provide an adequate fleet size of vehicles required to perform the services hereunder.

Contractor shall conduct a pilot utilizing at least one electric collection vehicle for as long as reasonable for the duration of this Agreement. With mutual agreement, Contractor and the City may pursue additional electric collection vehicles within the Term of this Agreement.

Details of vehicles anticipated to be utilized as of the Service Commencement Date as well as replacement criteria and schedule are in Attachment 4.

Fuel

Contractor shall construct RNG fueling infrastructure that shall be operational by the Service Commencement Date and for the duration of this Agreement. Contractor shall secure RNG credits to utilize at least 98% RNG for all natural-gas-fueled collection vehicles utilized for Collection Services.

Contractor shall construct at least one electric charging station at Contractor's Fort Collins facility by the Service Commencement Date to support the electric collection vehicle pilot project.

Preventative Maintenance and Repairs

Contractor shall conduct preventative maintenance to ensure that collection vehicles are available to provide Collection Services, including at a minimum the following:

- Every collection vehicle shall be inspected and lubed according to the following schedule.
 - Every 150 hrs. for automated and front load trucks (Approximately every 12-15 days of use).
 - Every 250 hrs. for rear load trucks. (Approximately every 20-25 days of use).
- Hydraulics shall be maintained sufficiently to prevent hydraulic fluid leaks.
- Seals on trucks shall be regularly replaced to prevent material leaks.

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Overweight vehicles

Contractor shall track vehicle weights on an ongoing basis. Routes shall be designed to support collection vehicles remaining under legal weight limits.

Weight tickets from disposal facilities shall be retained for a minimum of six months.

Instances of overweight vehicles shall be included in the regular report to the City Representative.

4.3 Collection Personnel

The Contractor shall maintain staffing levels required to support the Collection Services on the schedules set forth herein. The Contractor shall maintain a current Department of Transportation (DOT) compliance policy. Such policy shall be subject to audit and review by the City with reasonable prior notice.

At a minimum, all vehicle drivers shall be:

- Licensed by the State of Colorado with a valid Class B Commercial Driver License (CDL) with air brakes endorsement.
- Alert, careful, courteous and competent.
- Appropriately trained in operations and safety measures.
- Provided with appropriate communication tools and Personal Protective Equipment (PPE).

4.4 SAFETY

Safety Program

The Contractor shall embrace a culture of safety to include a documented safety program for the Collection Services. The safety program must include at a minimum the following:

- Health and Safety Training.
- Employee/Management Responsibility.
- Hazard Recognition and Control.
- Incident Reporting and Investigation.

Tracking and Reporting

The Contractor shall track and report to the City Representative on an annual basis its Experience Modification Rate (EMR) and OSHA Total Recordable Incident Rate (TRIR). The calculation for TRIR is as follows:

$$\text{TRIR} = \frac{\text{Number of recordable cases} \times 200,000}{\text{Number of hours worked}}$$

Contractor shall notify the City Representative in writing within 24 hours in the event of a serious accident involving injury.

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Contractor shall provide a summary of any incident report and investigation for any accident or infraction as well as any follow up actions taken to resolve situation or prevent in the future in the regular report to the City Representative.

Vehicle Safety

Contractor shall ensure, when operational, all collection and transfer vehicles:

- Have covered loads.
- Be kept in good repair and appearance.
- Be clean and sanitary.
- Be compliant with all local, state, and federal safety and inspection regulations.

Contractor’s drivers shall conduct pre- and post-trip inspections daily and shall identify any issues in a written vehicle condition report.

Any collection vehicle deemed unsafe or not legal to operate shall be removed from service.

Contractor collection vehicles shall have dash cameras, back up cameras, and software with real-time GPS tracking.

Spill Response

Any vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after occurrence.

Contractor shall clean up any spills or litter caused by collection or transportation, regardless of whether it is on public or private property.

Cell Phone Usage

No driver of a Contractor vehicle operating in furtherance of this Agreement shall use a cell phone when the vehicle is moving.

4.5 Collection Schedule, Missed Collections and Blocked Carts

Hours and Holidays

All collections shall be conducted between 7 a.m. and 7 p.m. Monday through Friday and 7 a.m. to 7 p.m. on Saturdays during any week with a holiday or due to severe weather.

No collections shall occur on Sundays or holidays unless expressly authorized by the City Representative.

Holidays observed shall be New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. The date on which each holiday is observed shall follow the schedule of the disposal facilities utilized by the Contractors.

Severe Weather Protocol

On days when the City closes or declares a late start due to severe weather or other emergency, the Contractor may suspend or delay service without prior approval of the City. The City will post such notification at fcgov.com by 5 a.m. Mountain Time.

In situations where the Contractor seeks to suspend or delay service, but the City has not closed its facilities or declared a delayed start, Contractor must notify the City Representative in writing by 7 a.m. Mountain Time of the basis for the service suspension

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for that day. Contractor shall use commercially reasonable efforts to avoid any service suspension or delay.

Contractor shall collect any missed collections due to suspended service within one calendar day of the resumption of service (as determined by Contractor) unless otherwise approved by the City Representative. The resumed service may cause a similar delay to other service days throughout that service week. (For example, if service is suspended on a Tuesday and resumes on Wednesday, the Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

If severe weather requires a service suspension of two or more days in length, Contractor may delay service of the necessary service days until the following regularly scheduled service day (for instance, if service must be suspended on Monday and Tuesday, Monday Customers' service may be delayed until the following service day so that Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

If multi-day service suspensions take place over the course of multiple weeks, Contractor shall adjust which day of service is delayed for one week. Any one service day shall not be delayed for more than one week (i.e. if storms take place on two Wednesdays in a row, Wednesday customers may have service delayed to the following week, but in the second week Thursday customers would be delayed so that no one set of customers is without service for any longer than two weeks).

Missed Collections

Contractor shall resolve any missed collection issues within one (1) business day if the missed collection is reported by 4 p.m. Missed collections reported after 4 p.m. shall be serviced within two (2) business days.

- Excluding delays associated with service suspensions.
- Excluding instances where Customer had late set-out, blocked cart or excessive contamination.
- Contractor shall photograph when carts are not set out by the service time.

Blocked Carts

If the Contractor cannot access a cart to service it, the Contractor shall:

- Photograph the cause of the issue.
- Affix an appropriately marked service tag to the blocked cart(s). If attaching a tag is not feasible / practical, Contractor shall contact the Customer via text, email, or phone call to notify them of the problem and when their cart(s) will next be serviced.

Contractor may leave the cart(s) un-serviced until the next regularly scheduled service day that follows the removal of the situation blocking access to the cart(s).

The following regularly scheduled service day, the Customer may set out twice the regular volume of materials for no additional charge to account for the prior missed service. In this circumstance, materials equivalent to the regular service level shall not be considered overflow and Customer shall not be charged extra.

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If the blockage remains on the next regularly scheduled service day, Contractor shall notify the City Representative and does not have to service the location until the blockage is addressed.

4.6 City and Contractor Responsibilities During Transition Period and Beyond

City Responsibilities

- Collaborate with the Contractor to design public notifications and service tags for the Collection Services.
- Provide information and artwork for cart hot stamps and cart lid in-mold labels.
- Help to resolve questions while Contractor develops service address list.
- Determine whether HOAs with existing hauling contracts comply with City requirements (and thus are exempt from the City’s residential waste collection program under Section 12-29 of the City Code) and share that information with the Contractor.
- Provide a phone number that shall be routed to the Contractor and that the Contractor shall use for all customer service inquiries, requests, complaints and other as related to this Agreement. The City will retain all rights to the phone number. Contractor will assist to transfer the phone number to the City or next selected contractor at the end of the Agreement Term.
- The City Representative shall use commercially reasonable efforts to support communication between the Contractor and other licensed haulers during the time that Republic legacy and other haulers’ carts are being collected.
- Establish Customer billing rates based on the contract pricing and the Administrative Fee.

Contractor Responsibilities

Contractor shall:

- Develop, produce and distribute public notifications to Customers.
 - Contractor shall collaborate with the City Representative to design the public notifications and City Representative shall have final approval authority.
 - Contractor shall distribute public notifications at the following times at a minimum.
 - During the initial start-up period.
 - When new Customers start service (after the service start-up period).
 - When Customers change service levels at any time.
 - Annually to all Customers at a time agreed upon with City Representative.
 - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates.
 - Annual collection calendar.
 - Set-out times and locations.
 - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services.
 - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts.
- Develop service address list.

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- Facilitate and manage Customer cart size selection.
 - Customers shall be able to select their cart sizes via any of the following options: a Fort Collins-specific page on RepublicServices.com, through the mail, or over the phone.
- Conduct all billing set-up with Customers.
- Develop and distribute a collection calendar(s) for all Customers.
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. The City Representative shall have final approval authority of the service tag design. Tags shall:
 - Include text in English and Spanish.
 - Be made of durable, water-resistant material that can be written on.
 - Be printed with one (1) color.
 - Have a mechanism for temporary attachment to carts.
 - Be a minimum size of 5” x 10”.
- Remove all existing carts from Customers at no additional cost simultaneous with new cart delivery per Section 4.1.
- Provide all other services stated in this Agreement and/or required to provide Collection Services in accordance with the terms of the Agreement.

4.7 Customer Billing

All Customer billing shall be conducted by the Contractor.

Customer rates will be established by the City based on the pricing stated in Exhibit B and Administrative Fee.

Contractor portion of rates and fees shall remain unchanged during each Service Year unless otherwise approved by an amendment to this Agreement.

Customer bills shall be on a quarterly schedule and shall be assessed in advance.

Contractor shall charge all Service Opt-Out Customers the XS Cart service price and the Administrative Fee.

All Customer bills shall include the following:

- Applicable Collection Services rates as one line item (i.e. Recyclables Materials, Yard Trimmings and Bulky Items collections shall not be separate line items).
- Separate itemization of any fees accrued by the Customer for overflow Solid Waste, contamination, Bulky Items collection and any other fees approved by the City.
 - The only charges allowed on Customer bills are those described in this Agreement.
- Administrative Fee(s) may be itemized separately or included with the Collection Services price at the City’s discretion. If itemized, the City Representative will provide text to be included on bills.

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- Bills shall include text in Spanish providing Customers with directions for how to receive a Spanish translation of their Bill. During the Agreement Term, the Contractor will seek the capability to provide Customer bills in Spanish upon request.

4.8 Customer Service and Education

All customer service functions shall be provided starting in the Transition Period and shall continue through the Agreement Term.

Customer Service Representatives

Prompt customer service from representatives who understand Fort Collins' program is very important to the City.

Contractor shall have a sufficient number of qualified and experience customer service agents who possess comprehensive working knowledge of Fort Collins neighborhoods and the specific details of services, rates, and applicable provisions of the Agreement available at the specified times to service Customers. These customer service agents will work in Contractor's Colorado Pod and service Fort Collins and Colorado generally, with priority given to Customer contacts.

During times of high call volume, Customer contacts may roll over to Contractor's Northwest area pod representatives.

Customer Service Hours

Customer service staff dedicated to Customers under this Agreement shall be available at a minimum from 7:30 a.m. to 5 p.m. Mountain Time (MT) Monday through Friday.

Northwest area pod customer service agents shall be available additional hours of 5 p.m. to 6 p.m. MT Monday through Friday and 8 a.m. to 1 p.m. MT Saturdays.

Customer Queries and Complaints

Contractor shall:

- Address all issues directly and strive for a one call resolution to Customer and Service Opt-Out Customer needs.
 - The City shall not be the default customer service provider.
- Answer Customer contacts primarily with live personnel.
 - When call volume is unexpectedly high and live personnel are addressing other City queries, Customers may opt to receive a call back while holding their place in the call queue.
- Provide an option for Customers calling after hours to leave a voice mail message; Contractor shall respond to Customer query within one (1) business day.
- Maintain an average hold time of three (3) minutes or less for customer service over the phone.
- Maintain an average abandonment rate of less than three percent (3%) of customer calls for customer service over the phone.

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- Offer Customers the opportunity to take an optional three (3) question survey at the end of a call with a customer service agent. The survey questions will be mutually agreed upon by the Parties.
 - Responses to the survey from Fort Collins Customers shall be included in the regular report to the City Representative.
- Resolve any other Customer or City complaints within two (2) business days.
- Resolve all complaints and requests to the satisfaction of Customers and the City Representative.

Subject to Customer's consent, City shall have access to the recording of any phone customer service interactions and/or written communications with a Customer upon request. Contractor shall retain phone recordings for ninety (90) days from the date of the interaction and written correspondence for six (6) months from the date of the correspondence. Contractor shall obtain any required consent of Customers and Service Opt-Out Customers to provide this information to the City Representative.

Public Outreach and Education

The City will conduct comprehensive public outreach and education activities throughout the Agreement Term. The Contractor shall support these efforts by:

- Producing and distributing Customer notifications as described in Section 4.6.
- Maintaining a Fort Collins-specific website page(s) with the same information required for Customer notifications.
- Providing Customers with the ability to request service changes online (such as start / stop service, cart size change, Bulky Items collection, report a missed collection, opt out of Yard Trimmings collection etc.).
- Providing service tags and utilizing them as described in this Agreement.
- Providing the City Representative with information that will impact Customer service at least thirty (30) days before any changes go into effect.
 - Including changes in accepted Recyclable Materials or Yard Trimmings, equipment, routing, collection schedule etc.

4.9 Regular Reports

All reports shall be submitted electronically in a format and with a level of detail that is acceptable to the City Representative.

Each report shall include information since the last report (monthly / quarterly / annual).

Monthly reports shall be submitted within 15 days of the end of the month. Quarterly and annual reports shall be submitted within 30 days of the end of the month / quarter / year.

Information within each topic area shall be sorted by Customer address unless otherwise specified below.

For the purpose of this section, service type shall mean Solid Waste, Recyclable Materials, or Yard Trimmings.

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All reporting periods shall be based on a calendar year.

The City reserves the right to request additional information mutually agreed upon by the City Representative and the Contractor.

Reports shall include the following:

Immediate Reporting

Contractor shall notify the City Representative via email within twenty-four (24) hours in the event of a serious accident involving injury or death.

Contractor shall notify the City Representative via email as well as spill@fcgov.com in the event of any spill that enters a storm drain inlet or any significant spill.

Contractor shall send a report to the City Representative within one (1) business day if / when any of the following occur:

- Contaminated loads of Recyclable Materials or Yard Trimmings that include materials from Customers that are rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details.
- Prohibited materials in carts or blocked carts that are not corrected within one (1) week by Customer.

Monthly Report

- Materials collected.
 - Scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management.
 - The weight of City materials in any mixed loads that also includes non-City Solid Waste can be estimated using methodology acceptable to the City.
 - If materials were delivered to more than one (1) facility, include the scale-based weight data for each facility.
- Customer complaints.
 - Include date of complaint, service address, complaint type, resolution, and date resolved.
 - For purposes of this report, a complaint is any customer contact other than a service change or information request.
 - Contractor and the City Representative will develop list of complaint types that are mutually agreeable, and they may include missed collection, unsafe driving, spills, operating outside permitted hours, customer service phone call hold times, other customer service issues, etc.
- Missed collection.
 - Date of missed collection, date of resolution, service type missed, service address, and whether missed collection was due to Contractor or Customer (i.e. late set out, blocked cart etc.).

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- Contaminated loads of Recyclable Materials or Yard Trimmings rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details.
- Accidents or infractions.
 - Provide a summary of any incident report and investigation for any accident or infraction as well as any follow up actions taken to resolve situation or prevent in the future.

Quarterly Report

- Number of Customers receiving Collection Services through the City contract.
- Financials.
 - Amount of Administrative Fee collected for remittance to the City.
 - Any known performance violations and associated liquidated damages to be remitted to the City.
 - Fees charged for the quarter sorted by fee type.
 - Number of accounts over 90 days delinquent.
- Special service situations and fees assessed.
 - Include the incident date, service address, incident resolution and fee charged for the following incident types:
 - Overflow Solid Waste.
 - Prohibited items in Solid Waste carts (such as Recyclable Cardboard, Electronics, etc.).
 - Blocked carts.
 - Contaminated Recyclable Materials carts.
 - Contaminated Yard Trimmings carts.
- Bulky Items collection.
 - Service address, date service request received, date of bulky item pick up, and number of items by type (in categories agreed upon by Contractor and the City Representative)
- Customer service.
 - Number of customer communications.
 - Include date and type of customer service (complaint, service change, or information request).
 - Percent of phone calls answered via roll over to Northwest area pod or national staff.
 - Summary of Customer responses to customer service survey.
 - Percent abandoned phone calls.
 - Average hold times for phone calls.

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- Average number of phone calls per time of day.
 - Contractor and the City Representative shall mutually determine time categories, such as before 8 am, 8am-11am, 11am-1pm, 1pm to 3pm, 3pm -5pm, 5-6pm, after 6pm.
- Cart activity (includes deliveries, replacements, repairs, removal or exchanges).
 - Include type of cart, type of action (delivery, repair, replacement, removal, exchange), request date, completion date, and service address. If Customer is changing cart size, include the initial and new cart size.
- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials.
- Number of Customers opting out of Collection Service.

Annual Report

- Annual average of the number of Customers receiving Collection Services through the City contract.
 - Monthly scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management for each month of the year.
 - Annual summary of the number of the following:
 - Missed collections by Contractor*.
 - Missed collections due to Customer (late set-out, blocked cart etc.)*.
 - Number of contaminated loads of Recyclable Materials or Yard Trimmings rejected by processor with brief notes of the cause.
 - Carts delivered, repaired, replaced, removed or exchanged, sorted by activity type as a number and as a percentage of carts serviced by Contractor's Collection Services.
- * Express these data points as a raw number and as a percentage out of all the Customers receiving Collection Services through the City.
- Annual summary of each of the following Financials.
 - Amount of Administrative Fee remitted to the City.
 - Amount of liquidated damages remitted to the City.
 - Amount of fees charged, sorted by fee type.
 - Collection Services rates charged to Customers.
 - Summary of Bulky Item material collection by item type.
 - New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials.

Available to City Upon Request

- Customer and service level details.
 - Customer name, service address, billing address, phone number, Customer email, cart serial number and related cart sizes per service type.
- Customer invoice.

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- Time and date stamped photograph of any incident of a late set out, overflow solid waste, prohibited item in Solid Waste cart, blocked cart, contaminated Recyclable Materials cart, contaminated Yard Trimmings cart.
- Recording of customer service interactions over the phone (must be retained for ninety (90) days after interaction).
- Copy of written customer service interactions (must be retained for six (6) months after interaction)

Quarterly Meeting

City Representative and Contractor contact shall meet quarterly to review and discuss Contractor performance. Either Party may also invite additional staff members as appropriate.

Records Retention and Auditing Rights

The Contractor shall maintain all records for a minimum of three (3) years from the end of the Agreement Term and any extension, with the exception of phone customer service interactions, which shall be retained for at least ninety (90) days and written customer service interactions, which shall be retained for at least six (6) months from the interaction. Contractor shall retain records of tip fees paid during the Agreement Term for a minimum of three (3) years from the end of the Agreement Term and any extension.

Contractor records shall be available at all reasonable times for inspection by the City, including records of tip fees paid.

The City will retain full auditing rights of the Contractor's accounting records as they pertain to this Agreement.

Materials to Provide to City Near the End of Agreement Term

Contractor shall provide documentation certifying transfer of ownership of carts and of cart warranty to the City Representative within 30 days from the end of the Agreement Term.

Contractor shall provide the following to the City Representative within 30 days of the end of the Agreement Term:

- Customer name, service address, billing address, phone number, Customer email, cart serial and related cart sizes per service type to the City in Excel or other electronic format acceptable to both Parties.

4.10 Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

If the City or any agent hired by the City conducts a composition analysis of Solid Waste, Recyclable Materials, Yard Trimmings or other materials, the Contractor shall support by diverting loads identified by the City Representative or their agent to the designated sort site (within Larimer County) during the composition analysis and any significant additional cost shall be negotiated by the Parties in good faith.

4.11 Contractor Compensation

Service Price Changes

The City agrees that the Contractor's pricing as stated in Exhibit B may be adjusted annually beginning on the first anniversary of the Service Commencement Date and annually thereafter, except in instances when performance violations on contract non-compliance issues are unresolved.

The adjustment will be three percent (3%) annually effective on the anniversary date of the Service Commencement Date.

Uncontrollable Cost Increases or Decreases

On an annual basis beginning on the first anniversary of the Service Commencement Date the Contractor may petition the City for an additional pricing adjustment due to uncontrollable costs limited to disposal or processing tip fee increases or changes in applicable regulations. The Contractor shall petition the City at least ninety (90) days prior to the anniversary date.

Price adjustment petitions developed by the Contractor for tip fee increases shall include written documentation of tip fees for all materials collected in Collection Services as of the time of the application as well as an average over the last twelve (12) months. The petition shall consider decreases in other tip fees as a potential counterbalance for other uncontrollable costs.

Any pricing change under this subsection shall be effective on the anniversary of the Service Commencement Date.

Any petition shall include documentation to justify how the cost increases exceed the three percent (3%) per year standard increase.

The City reserves the right, as a condition of approval, to inspect Contractor financial records that justify a change in the pricing.

The City has no obligation to approve any petition but acknowledges uncontrollable costs may occur and intends to negotiate with the Contractor in good faith without unreasonable delay. In the event the Parties are unable to agree on such uncontrolled costs the pricing shall increase 3.5% inclusive of the increase stated in Service Price Changes stated above and either party shall have the right to terminate the Agreement with twelve (12) months written notice.

4.12 Administrative Fee and Liquidated Damages Remittance

The Contractor shall collect the Administrative Fee through Customer billing on behalf of the City. Contractor shall remit the Administrative Fee and liquidated damages from performance violations to the City Representative within thirty (30) calendar days of the last day of the calendar quarter via check made out to the City of Fort Collins.

5.0 CONTRACTOR PERFORMANCE

5.1 Performance Standards & Liquidated Damages

Performance standards and liquidated damages for non-compliance to the Agreement requirements are stated in Table 3.

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The liquidated damages stated in Table 3 are reasonable estimates as to the dollar amount of damages incurred in relation to each offending act or omission. The City may assess liquidated damages regardless of whether the Contractor has met or is meeting the related performance standards percentages stated in Table 3. The liquidated damages are not intended as a penalty and the assessment of liquidated damages shall not be deemed a default except in the event the Contractor fails to cure in accordance with the Agreement.

During the Agreement Term, the Contractor shall sustain the performance standards stated in Table 3. In the event the Contractor fails to sustain the stated performance standards and/or is not in compliance with the terms of the Agreement, the City may deem the Contractor to be in default in accordance with the provisions of Section 20. In the event of non-compliance, the City shall notify the Contractor in writing of the basis for each assessment of liquidated damages. City shall work in good faith with the Contractor to resolve any disputes related to liquidated damages.

Liquidated damages shall be due to the City on the next quarterly remittance following assessment of the liquidated damages (per Section 4.12).

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**Table 3
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

Material Conditions for Contract Default

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	PERFORMANCE STANDARD
Failure to meet schedule for any Transition Plan activity	\$500 per day	Daily	100%
Failure to deliver all Solid Waste to mutually-agreed-upon permitted landfill, all Recyclable Materials to the Larimer County Recycling Center, and all Yard Trimmings to mutually-agreed-upon facilities OR landfilling properly source separated Recyclable Materials or Yard Trimmings	\$3,000 per load	1 - Load	100%
Failure to maintain required insurance coverage	\$5,000 per incident	Insurance expiration date	100%
Failure to maintain irrevocable letter of credit	\$5,000 per incident	ILOC expiration date	100%
Misrepresentation in reporting including inaccurate Administrative Fees or liquidated damages	\$5,000 per incident	Each Reporting Period	100%
Contractor utilizing a driver to provide Collection Services that does not have a valid Class B CDL with air brakes endorsement and Colorado Drivers' License and/or is not current with DOT required training or other DOT requirements	\$1,000 per driver per day	All Drivers	100%
Delayed remittance of Administrative Fees or liquidated damages	\$500 per day	Each Billing Period	100%
Failure to participate in mutually scheduled quarterly meeting	\$1,000 per incident	Each Quarterly Meeting	100%
Failure to allow City audits or maintain records for three (3) years or retain customer service phone recordings for ninety (90) days or customer service written correspondence for six (6) months	\$3,000 per incident	Each City Audit or Each Information Request	100%

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PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	PERFORMANCE STANDARD
Failure to provide written notice within 24 hours of any serious accident involving injury or death or significant spill the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred.	\$1,000 per incident	Each Reporting Period	100%
Failure to deliver specified loads of material to a designated location in support of a material composition analysis conducted on behalf of the City	\$1,000 per load per audit	Annual Audit	100%
Failure to appropriately bill Customers according to the Agreement OR billing Customers for fees not approved by City OR failure to provide text in Spanish with directions for accessing full bills in Spanish	\$300 per bill, up to \$3,000 per quarterly billing cycle	Per Customer Bill	100%
Failure to provide dedicated service representatives in the Colorado Pod and NW Pod during each respective pod's customer service hours in this Agreement	\$500 per day	Daily	100%

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Daily Operations

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Collection Services taking place before 7 a.m. or after 7 p.m. (each route shall be separate incident)	\$250 per incident	Monthly	Collected between 7 a.m. and 7 p.m.	98%
Failure to collect missed collections reported by 4 p.m. within one (1) business day or those reported after 4 p.m. within two (2) business days (excludes late setouts & blocked carts which shall be collected within one (1) calendar week) (excludes severe weather delays, which shall be serviced in accordance with Section 4.5)	\$150 per Customer per day plus one month credit to each missed Customer	Monthly	Within specified time frame	98%
Failure to deliver carts to new Customers (after initial service start-up) OR to replace and/or repair damaged/lost carts OR to collect carts when Customer ends service OR to deliver correct cart type and size if initial cart delivery was incorrect by the next scheduled service day	\$150 per day per cart plus one month credit to each impacted customer	Monthly	Within two (2) business days	98%
Failure to respond to Customer queries within one (1) business day	\$250 per incident	Monthly	Within one (1) business day	98%
Failure to resolve billing inquiries and disputes within two (2) business days	\$250 per incident	Monthly	Within two (2) Business Days	98%
Failure to maintain an average hold time of three (3) minutes or less for customer service over the phone	\$500 per month	Monthly Average	Less than three (3) Minutes	98%

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PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Failure to maintain an average abandonment rate of less than three percent (3%) of customer calls for customer service over the phone	\$500 per month	Monthly Average	Less than three percent (3) of Customer Service calls	98%
Failure to clean up any vehicle leaks or collect materials spilled during the execution of Collection Services within twenty-four (24) hours of spill	Twice (2X) cost of clean-up incurred by City	Monthly	Within twenty-four (24) hours	100%
Collection of overflow Solid Waste, prohibited materials, contaminated Recyclable Materials or contaminated Yard Trimmings without tagging and / or charging appropriate fee to customer	\$500 per incident	Monthly	Each Customer	98%
Late or incomplete submission of on-request, monthly, quarterly OR annual reports	\$250 per day	Monthly / Quarterly/ Annually	Within specified time frame	100%
Failure to cover vehicles that contain Solid Waste, Recyclable Materials, Yard Trimmings or Bulky Items OR to maintain vehicles in clean, sanitary and good working order	\$250 per incident	Each Load	Each Vehicle	100%
Failure to provide Bulky Item collection within five (5) business days of Customer request	\$150 per Customer per day plus one month credit to each impacted Customer	Monthly	Within five (5) business days	98%
Driver providing Collection Service utilizing a cell phone in a moving vehicle	\$500 per cell phone infraction	Per Incident	All drivers	100%

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PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	REQUIRED TIME PERIOD OR MEASUREMENT UNIT	PERFORMANCE STANDARD
Failure to maintain required color-coding for Solid Waste, Recyclable Materials or Yard Trimmings carts OR to maintain hot-stamp labels on all carts OR to maintain printed material guidelines on Recyclable Materials or Yard Trimmings carts	\$250 per cart per day	Monthly	Each Cart	98%
Failure to distribute approved notifications & collection calendars OR to develop/use approved service tags	\$250 per day	Monthly	Within specified time frame	98%

5.2 Contactor Performance Review

The City reserves the right to conduct a full review of Contractor performance at any time during the Agreement Term. If during the review process or any other deliberative process the City determines the Contractor's performance is not in compliance with the terms of the Agreement (regardless of liquidated damages paid), the City may declare the Contractor in default and terminate the Agreement pursuant to Section 20, Defaults of this Agreement.

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Attachment 1

Yard Trimmings Opt-In or Opt-Out Effectivity Dates

Date of Customer Notification to Contractor Requesting to Opt-In or Opt-Out	Date Effective for Service and Billing
First Six Months after Service Commencement Date	
By September 1, 2024	October 1, 2024
By October 1, 2024	November 1, 2024
By November 1, 2024	December 1, 2024
By December 1, 2024	January 1, 2025
By January 1, 2025	February 1, 2025
By February 1, 2025	March 1, 2025
After Six Months after Service Commencement Date	
By January 1	February 1
By February 1	March 1
By March 1	April 1
By April 1	August 1
By May 1	August 1
By June 1	August 1
By July 1	August 1
By August 1	December 1
By September 1	December 1
By October 1	December 1
By November 1	December 1
By December 1	January 1

Attachment 2

Schaefer Cart Warranty Transfer Acknowledgement

CITY OF FORT COLLINS, CO

RE: WARRANTY TRANSFER CONFIRMATION

1/20/2023

To Whom It May Concern:

Please accept this letter as confirmation that the 10-year warranty of the Schaefer carts, that would be purchased for the City of Fort Collins, CO contract, will transfer to the city from Republic Services at the conclusion of the initial term of the 5-year contract. The result will be the remaining years of warranty from cart purchases for the contract will transfer with the asset to the City of Fort Collins, CO.

This arrangement is possible due to the partnership Schaefer and Republic Services share, spanning over 20 years.

If there are any further questions or clarifications needed, please feel free to contact me.

We sincerely hope to partner with the city during this project for a smoothly executed transition for the residents of Fort Collins.

Thank you,

A handwritten signature in black ink that reads "Brett Belda".

Brett Belda
Vice President, Waste Technology Division
Schaefer Plastics North America, LLC.
Brett.Belda@ssi-plastic.com
(440) 679- 2430

Attachment 3

Transition Plan

Program Transition Services Updated 1/3/23	Start Date	Completed Date	Touch Points	Assigned
*Not all-inclusive of every detail. We are proposing a draft timeline, but it is our intent to sit down with the City to mutually agree upon dates, as we are using best estimates right now. We typically provide a draft and very early after signing an agreement we sit down with the City to walk through it and make sure we are aligned on dates or changes needed.				
Denotes a milestone.				
Project	Start Date	Completed Date	Touch Points	Assigned
EV Vehicle - Pilot Program with Xcel Energy				
EV Mobile Battery Charging Single Charging Station Installed	12/2022 (exp.)	Q1-Q2 2023	Single	HQ EV Team Republic Services
EV Truck Arrives	Q3 2023	N/A	Single	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
EV Truck Show & Tell with Partners (Invite Event)	Q3/Q4 2023	Ongoing Educational Events	Multiple	HQ Republic Services Marketing, Holli McElwee and Partner with City on Invites Elected Officials/Staff
EV Truck to Begin Route in Fort Collins	Q3/Q4 2023	Ongoing	Single	Kevin O'Reilly Fleet Maintenance and Austin Self Operations Manager
RNG Trucks (ASL)				
RNG Infrastructure Construction Begins/Concludes	Q1 2023	Q2/Q3 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
RNG Truck Order Placed	Q1/Q2 2023	Q1/Q2 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
RNG Trucks Arrive	Q3 2024	Q3 2024	Multiple	HQ EV Team Republic Services / Kevin O'Reilly Fleet Maintenance Shop
Single-Hauler Communications				
Monthly Coordination Meetings with City Representative	3/20/2023	9/29/2029	Monthly	Holli McElwee; Austin Self; Tony Jimenz(Other Dept. Managers, As Necessary)
Press Release 1	3/21/2023	3/22/2023	Single	Subject: Single Hauler Contract with Republic Services Adopted; City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Cart Set-Out Times and Locations	5/1/2024	9/14/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Develop Public Notifications to Customers	6/1/2023	9/14/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Directions: Changing Service, Managing Solid Waste Overflow	6/1/2024	12/30/2024 (Ongoing)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Press Release 2	3/1/2024	3/15/2024	Single	Subject: Ordering Carts; City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Create Letter, Postcard, Website Landing Page - Multiple Touch Pts.	11/1/2023	12/1/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Distribute Public Notifications to Customers	1/1/2024	2/1/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Facilitate and Manage Customer Cart Size Collection Communications and Ordering	11/1/2023	3/31/2024	Series Out	HQ Marketing, Digital, Holli McElwee, CS, Billing & Ops; Approved by City Staff
Press Release 3	5/1/2024	5/16/2024	Single	Subject: Ordering Carts Reminder City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Produce Service Tags (Oops, Contamination, Blocked Carts)	6/1/2024	8/1/2024 (Ready 9/30/24)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Annual Collection Calendar	6/1/2024	8/7/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Press Release 4	6/1/2024	8/15/2024	Single	Subject: Program Roll-Out & Collection Service - City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Develop and Mail the Yard Waste Recycling Guide	6/1/2024	9/1/2024 (& YOY: New Starts)	Mailed & Digital	HQ Marketing and Holli McElwee; Approved by City Staff
Recycle Guide	6/1/2024	9/1/2024 (& YOY: New Starts)	Mailed & Digital	HQ Marketing and Holli McElwee; Approved by City Staff
City of Fort Collins E-Newsletter	6/1/2024	8/30/2024	Multiple	City of Fort Collins (RS Requests Ability to Review); Approved by City Staff
Annual Communications - English/Spanish - Using the App	6/1/2024	9/30/2024 (& YOY)	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Service Levels & Rates	6/1/2024	9/30/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
New Customer Start Service Electronic Packet	6/1/2024	9/30/2024	Multiple & Series Out	HQ Marketing and Holli McElwee; Approved by City Staff
Cart Hanger Postcard for Cart Deployment/New Carts Delivered	6/1/2024	10/4/2024	Placed on New Carts	HQ Marketing, Holli McElwee & Schaefer; Approved by City Staff
Change of Service Levels	6/1/2024	12/30/2024	Multiple & Series Out	Holli McElwee Creative; CS Containers; Approved by City Staff
Service Addresses and Orders				
Meet with City of Fort Collins Environmental Services Representative	By 3/30/2023	Possible Weekly Touch Pts. TBD	TBD	Republic's GM, Austin Self, Holli McElwee, Catherine Morrow and Area Representative
Fort Collins staff answers questions while Republic drafts a Complete Residential Address List ***Per RFP Interview Discussion	3/31/2023	8/30/2023 (Ongoing w' Moves/Bulk)	Have to Determine	City Staff & Republic Services Representatives
Meet with other haulers to determine if they want their carts collected along with Republic carts	6/1/2024	9/30/2024	TBD	TBD
Cross Reference the List With Republic's Existing Customer List	8/30/2023	9/30/2023	Have to Determine	Republic Services Operations (Austin Self), Routing Manager and Area Team
Color Details, Hot Stamp, Artwork, City Phone #, Stream, Cart Sizes All Due	2/1/2024	2/1/2024	Single	Holli McElwee, Austin Self, Stephen Walker, HQ Marketing, City Representative and All Approved by City Representative
Set-up All Routing for 45,500 (+-) Customers (Will Coordinate with the City on Exacts)	3/1/2024	6/30/2024	Series	Republic Services Operations (Austin Self), Routing Manager and Area Team
Conduct All Billing Set-Up	3/1/2024	9/20/2024	Series Out	HQ Billing/Franchise Specialists, Catherine Morrow, Kathy Sommermeyer
Cart PO Placement and Order Finalization	4/1/2024	4/1/2024	Bulk Order #1	Stephen Walker and Josh Jones
Carts arrive	6/1/2024	7/1/2024		
***Place 2nd Cart Order; Only if Needed; Stragler Order (Move-ins/outs, Late Orders, HOAs or Residents or Late Adopters)	5/1/2024	6/15/2024	If Needed	Stephen Walker, Operations Manager and Josh Jones, Shop Supervisor
Develop and Distribute a Collection Calendar to All Customers	9/1/2024	9/7/2024	Series Out YOY	HQ Marketing and Holli McElwee; Approved by City Staff
Issue OOPS Tags	9/30/2024	(Ongoing & As Need Per HH)	Series Out	Drivers on Route; Approved by City Staff
Hiring and Training Class B CDL Drivers				
Post job openings for Class B CDL drivers. Target the Northern Colorado / Southern Wyoming regions. Determine if out-of-area geo targeting needs to occur as we work through the recruitment process.	6/1/2023	9/30/2024 (Ongoing)	Series Out	Maria Placencio and Republic Service's Recruiter
Begin interviewing. Note: Some interviews will take place sooner or later than this date, just depending on the candidate pool.	11/1/2023	9/30/2024 (Ongoing)	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
Begin background checks and drug testing. Note: Some interviews will take place sooner or later than this date, just depending on the candidate pool.	12/1/2023	9/30/2024 (Ongoing)	Series Out	Republic Service's Recruiter and Outside Agency
Hire, new hire orientation and train (18+ days for training/driver).	2/1/2024	8/1/2024 (Ongoing)	Series Out	Karisa Sommermeyer, Ops Clerk (New Hire Orientation), Shadow Other Departments, Operations Supervisor (Driver Training)

Project	Start Date	Completed Date	Touch Points	Assigned
Drivers are route ready. Until service officially begins 9/30/24, we will utilize this pool of drivers in other lines of business, on yard waste routes and as SOS relief drivers for other BUs.	2/19/2024	8/20/2024 (Ongoing)	Series Out	Austin Self and Tony Jimenez
Post for Collection Helpers, if needed	3/1/2024	As Needed	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
City-wide contract collection services begin.	9/30/2024	9/29/2024 (5-Year)	Series Out	All Resi Fort Collins Crew(s)
Continued driver safety training and daily huddles/crew-outs.	9/30/2024	Ongoing	Series Out	Austin Self, Tony Jimenez, Stephen Walker, and Special Visits by Area on Occasion
Keep the Class B CDL job posting opened and candidate pool steady, as there is bound to be natural ebbs and flows with the workforce.	9/30/2024	Ongoing	Series Out	Maria Placencio, HR Manager, and Republic Service's Recruiter
Hiring and Training Customer Service Representatives (Republic's CRC)				
Begin recruiting for 20 CRC agents.	9/30/2023	11/30/2023	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin interviewing.	12/1/2023	1/15/2024	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin making offers, background check, drug testing/screening.	1/15/2024	2/15/2024	Series Out Depending on	Republic's Recruiter and CRC Manager
Begin new hire orientation, training, onboarding, taking calls, expecting 20 agents by the "Completed Date".	2/15/2024 (Ongoing)	8/15/2024 (Ongoing)	Series Out Depending on	Republic's Recruiter and CRC Manager
Cart Pickup and New Cart Deployment - Cart Deployment Can Be Scaled Up or Down				
Republic Secure the Rental of Two Yards, One for New Carts and Other for Legacy Carts	7/1/2024	10/31/2024		Republic's GM
Pick Up Legacy Carts; Deliver New Cart Roll-Out Assemble & Deliver New Carts to All Residential Units	8/26/2024	9/20/2024	Routed Out; Series	Schaefer Representative & A&D Team
Clean-up From New Cart Roll-Out (Any Missed Residents/Changes); Some Overlapping of Above New Cart Roll-Out	9/20/2024	10/24/2024	As Needed	Schaefer Representative & A&D Team
First Day of Monday Collection Services (MSW, REC, YW, BULK)	9/30/2024	Ongoing	Weekly & EOW	All Departments: Ops, Billing, CS, Muni, Fleet, etc.
After the initial roll-out of Carts, Republic's Delivery Department would Deliver New Carts, Switch-Outs, etc.	10/5/2024	9/29/2029	Daily; As Needed	Republic's Operations Delivery Department

Attachment 4

Vehicle Details

Collection Vehicle Chart								
Unit #	Year	Make	Model	Body	Est. Replacemer	Includes Aftertreatment	Age	Fuel
Updated 1/31/23								
Residential Front Load				12				
2201	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2202	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2203	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2204	2021	Mack	LR64	McNeilus	2031	Yes		1 Diesel
2205	2020	Mack	LR64	McNeilus	2030	Yes		2 Diesel
2206	2020	Mack	LR64R DSL	McNeilus	2030	Yes		2 Diesel
2207	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2208	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2209	2018	Peterbilt	520	McNeilus	2028	Yes		4 Diesel
2210	2018	Mack	LR613	McNeilus	2028	Yes		4 Diesel
1214	2021	Mack	LR64	Heil	2031	Yes		1 Diesel
1215	2021	Mack	LR64	Heil	2031	Yes		1 Diesel
							Avg Age	2.2
Rear Load				2				
2080	2021	Peterbilt	520	McNeilus	2031	Yes		1 Diesel
2081	2021	Peterbilt	520	McNeilus	2031	Yes		1 Diesel
							Avg. Age	1

This spreadsheet includes information about existing diesel collection vehicles that will provide Collection Service. Additional vehicles will be purchased. All new vehicles will be CNG-fueled vehicles.

EXHIBIT B

PRICING

Fort Collins Residential Solid Waste Collection Services Price Sheet

Note: Contractor may not charge any fees beyond those listed in this pricing sheet

Collection Service Price Options

	Service Scenario	XS Service Price \$ / month / Customer	Small Cart Service Price \$ / month / Customer	Medium Cart Service Price \$ / month / Customer	Large Cart Service Price \$ / month / Customer	XL Cart Service Price \$ / month / Customer
1	Solid Waste collection, weekly Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Requires Solid Waste go to Larimer County Landfill)	\$10.75	\$19.00	\$38.25	\$57.50	\$115.25
2	Solid Waste collection, every other week Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Requires Solid Waste go to Larimer County Landfill)	\$10.75	\$17.25	\$34.75	\$52.25	\$104.75
3	Solid Waste collection, weekly Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Contractor may take Solid Waste to approved landfill of their choice)	\$9.75	\$17.75	\$35.75	\$53.75	\$107.75
4	Solid Waste collection, every other week Recyclable Materials collection, Yard Trimmings collection and Bulky Items collection (Contractor may take Solid Waste to approved landfill of their choice)	\$9.75	\$16.50	\$33.25	\$50.00	\$100.25

*These service rates have been reduced by \$0.25/mo to account for The Recycling Partnership grant funding.
City Administrative Fee will be charged monthly in addition to the above pricing.*

Additional Fees / Services

Yard Trimmings	\$ / Customer / month
Decrease in Customer bill if Customer declines Optional Yard Trimmings Service (Price decrease does not apply to XS cart customers)	\$5.00

Overflow trash or recycling fee	\$ / 32 gallon equivalent
Fee charged to Customers with overflow trash or recycling	\$4.00

Additional cart delivery fee	\$ / delivery instance
Delivery / exchange fee for cart delivery / exchange / repair needs beyond two instances per year	\$35.00

City administrative fee	\$ / month
Fee charged to Customers and Opt-Out Customers	\$1.35

Bulky Items Collection	
No Additional Fee Bulky Items	\$ / item
\$ per "No Additional Fee" Bulky Item (when customer request more than 2 Bulky Item collections per calendar year)	\$40.00
"Additional Fee" Bulky Items	\$ / item
Non-CFC containing appliances	\$50.00
Sofas, chairs, furniture (less than 60 lbs.)	\$40.00
Mattresses & box springs	\$40.00
Large or overweight items (above 60 lbs.)	Call for pricing

Dumpster Service		
Dumpster size and type	Service Frequency	\$ / month for service
2 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$110.50
3 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$183.50
4 cubic yard Solid Waste + 2 cubic yard Recyclable Materials	Weekly	\$200.00
6 cubic yard Solid Waste + 3 cubic yard Recyclable Materials	Weekly	\$330.00

City Administrative Fee will be charged monthly in addition to the above pricing.

EXHIBIT C

INSURANCE

Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement, via blanket-form endorsement, as applicable of the type and with the limits specified herein. Prior to the Effective Date of the Agreement, the Contractor, or its authorized representative, shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company rated A-VIII or higher by A.M. best Company and approved in Colorado.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper and charge-back the cost of such insurance.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Contractor's general liability and automobile liability insurance policies **by marking the appropriate box or adding a statement to this effect on the certificate**, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Contractor shall maintain the following coverage for the Agreement Term for all of the Contractor's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease for each employee, or as required by Colorado law.
- B. General Liability. The Contractor shall maintain for the duration of the Agreement Term such General Liability as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for General Liability shall not be less than Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars (\$4,000,000) aggregate.
- C. Automobile Liability. The Contractor shall maintain for the Agreement Term such Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for Automobile Liability shall not be less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

EXHIBIT D

CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the City pursuant to this Agreement, the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as “information”) that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services under this Agreement, the Contractor hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

As part of the Services provided to the City under this Agreement, the Contractor will maintain, store or process personal identifying information, as defined in C.R.S. § 24-73-101, of Customers and Service Opt-Out Customers. Pursuant to C.R.S. § 24-73-102, Contractor shall maintain confidentiality of this information and implement and maintain reasonable security procedures and practices that are: appropriate to the nature of the personal identifying information disclosed to the Contractor in furtherance of this Agreement; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction. If the Contractor becomes aware of any unauthorized release of personal identifying information, it shall notify the City immediately and cooperate with the City regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the City. After any such release, Contractor shall take steps to reduce the risk of incurring a similar type of release in the future as directed by the City, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the City at no additional cost to the City. In addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City relating to any such release.

The foregoing to the contrary notwithstanding, the Contractor understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

**REVIEW VERSION – RESIDENTIAL SOLID WASTE COLLECTION SERVICES – 2/1/2023
SUBJECT TO CITY COUNCIL APPROVAL AND EXECUTION BY THE PARTIES**

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees that the City's remedies at law for a breach of the Contractor's obligations under this Confidentiality Agreement may be inadequate and that the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.