

**CONTRACT**

**THIS CONTRACT** is made and entered into this January 1, 2020 by and between the City of Fruita, a municipal corporation in the State of Colorado (the "City") and Waste Management of Colorado, a Colorado corporation ("Waste Management")

**WITNESSETH**

**WHEREAS**, the City has provided residential refuse collection and disposal services to single family and multi-family residential units within the City of Fruita since at least 1984, through the use of an independent contractor, and required the payment of user fees for such service; and

**WHEREAS**, the City desires to continue to provide residential refuse collection and disposal services within the City and require single family residences and multi-family residences of less than four (4) units to use and pay user charges for such services within the City, and any territory annexed thereto; and

**WHEREAS**, Waste Management submitted a Proposal on May 15, 2019, to provide, as an independent contractor, residential refuse and recycling collection and disposal services on behalf of the City for a five-year term, and to perform such work as may be incidental thereto.

**NOW, THEREFORE**, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between parties hereto as follows:

**A. Furnishing of Services on Behalf of the City.**

In accordance with the Contract Documents (defined below), Waste Management, as an independent contractor, is hereby granted the sole and exclusive right within the territorial jurisdiction of the City of Fruita, and any territory annexed thereto, to furnish on behalf of the City all personnel, labor, equipment, trucks, and other items necessary to provide unlimited solid waste and recycling collection, removal and disposal services for residential units as specified in the Contract Documents and to perform all of the work as described in the Contract Documents.

**B. Contract Documents.**

This Contract shall include the following Exhibits.

- Exhibit A Request for Proposals and invitation to bid dated April 15, 2019
- Exhibit B Trash and Recycle Route Map
- Exhibit C Performance Bond (Have Not Received)
- Exhibit D Illegal Alien Affidavit of No Employees

Exhibit E Department Program Affidavit  
Exhibit F Recyclables Specifications

**C. Amendments to Contract.**

All provisions of the Contract Documents shall be strictly honored by Waste Management, and no amendment to this Contract shall be made except upon written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of this Contract except as specifically provided.

**D. Term.**

Subject to paragraph G, the parties agree that this Contract shall become effective as of January 1, 2020 and shall continue until December 31, 2024. The parties may, upon written agreement, extend the contract, under the original terms and conditions, for up to two separate two-year extensions for a total extension period of four years.

**E. Insurance.**

- 1) Waste Management agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure, in an amount standard in the industry for the kind of work performed by Waste Management, against all liability, claims, demands, and other obligations assumed by Waste Management pursuant to this Contract. Such insurance shall be in addition to any other insurance requirements imposed by law.
- 2) Waste Management shall procure and maintain and shall cause any subcontractor of Waste Management to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - a. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, two million dollars (\$2,000,000) disease – policy limit, and two million dollars (\$2,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

b. Commercial general liability insurance with minimum combined single limits, which are currently nine hundred ninety-nine thousand dollars (\$999,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision and shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3) Any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Waste Management. Waste Management shall be solely responsible for any deductible losses under any policy.

4) Waste Management shall annually provide to the City a certificate of insurance, completed by Waste Management's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full City and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days (ten (10) days' for non-payment of premium) prior written notice has been given to the City.

Failure on the part of Waste Management to procure or maintain the insurance required herein shall constitute a material breach of this Contract upon which the City may immediately terminate this Contract, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Waste Management to the City upon demand, or the City may offset the cost of the premiums against any monies due to Waste Management from the City.

**F. Force Majeure.**

Waste Management shall not be liable for the failure to wholly perform its duties, if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other different contingency beyond the reasonable control of Waste Management.

**G. Contract Subject to Referendum - Annual Appropriation.**

This contract and all contracts which require authorization by ordinance will be subject to the initiative and referendum portions of the Fruita City Charter. In addition, as required by Article X, Section 20 of the Colorado Constitution, any obligation of the City not to be performed during the current fiscal year is specifically made subject to appropriation of funds for such performance. Should the City's governing body not appropriate funds for the performance of this contract in any future fiscal year this Contract shall automatically terminate without further action by the parties. No provision of this Contract shall be construed or interpreted: i) to directly or indirectly obligate the City to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the City to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

**H. Indemnification.**

Waste Management agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against all liability, claims and demands, on account of injury, loss, or damage including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, arising from or caused by negligent act, willful misconduct, acts of omission, error, professional error, mistake, negligence, or other fault of Waste Management, any subcontractor of Waste Management, or any officer, employee, representative, or agent of Waste Management, or which arise out of any workmen compensation claim of any employee of Waste Management or of any employee of any subcontractor of Waste Management. In such case Waste Management agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims, or demands at the sole expense of Waste Management. Waste Management also agrees to bear all other cost and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

**I. Performance by Waste Management:**

- 1) Littering. Waste Management shall not litter in the process of making collections but shall not be required to collect material that has not been placed in and completely contained approved containers (lid closed). All refuse hauled by Waste Management shall be so contained, tied or enclosed that leaking, spilling or blowing

are prevented. Title to all waste shall be vested in Waste Management upon being placed in its vehicle.

- 2) Landfill designated. All refuse collected for disposal by Waste Management shall be hauled to the Mesa County Landfill or other City approved landfill. Subject to Section K(3), the fee for disposal shall be included in the fee set forth in Paragraph K of this Contract.
- 3) Routes for collection of solid waste and recyclable materials. Subject to Section (I)(4) herein, routes and scheduling for collection of solid waste shall be on a weekly basis, and collection of recyclables shall be on alternating weeks. Days of collection shall be as depicted on the "Trash/Recycle Areas – 10/2/2017" map attached hereto as Exhibit B.

When said collection day falls on a holiday, solid waste and recyclables shall be collected on the following day. The following shall be holidays are recognized for purposes of this Contract:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

In the event of closure of the Mesa County Landfill due to weather or other conditions, solid waste will be collected on the next work day that the landfill is open.

- 4) Waste Management shall consult with the City prior to altering the routes and scheduling for collection of solid waste and recyclables, and such changes shall not occur without the City's consent, which shall not be unreasonably withheld. In the event of changes in routes or schedules that will alter the day of pickup, Waste Management shall notify the City by mail not less than one month prior to the change. Waste Management shall be responsible for designing, printing and distributing a written brochure to each residence describing changes to services provided including a description of collection times as well as specific guidelines as to what types of materials will be accepted, and the manner in which they are to be prepared, per this contract. The brochure must arrive at each resident's house at least two weeks prior to the date of service change. The brochure and its distribution are subject to the City's approval.

- 5) Waste Management shall provide an adequate number of vehicles for regular solid waste and recycling collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall clearly have visible on each side the identity and telephone number of Waste Management.
- 6) If City allows residents to utilize Waste Management-provided 96 gallon carts for solid waste service (instead of initial method of placing materials at the curb), at the fee as set forth in Section K(1), Waste Management shall provide each home with one 96-gallon cart for solid waste, in addition to the already provided two 18-gallon tubs for recyclables. Additional containers will be available for a fee as set forth in Exhibit A. Waste Management will own all containers provided to residents hereunder, unless purchased by the resident.
- 7) **Overage:** For purposes of this Contract, "Overage" means (i) Refuse, Recyclables or Organic Waste exceeding its container's intended capacity such that the lid is lifted by at least 10 inches (or would be lifted by at least 10 inches if there was a lid), or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the container. Waste Management is not obligated to collect Overage, unless caused by Waste Management spillage of non-overloaded Containers during collection.
  1. If Waste Management elects to collect Overage, it may charge the Customer an Overage Rate to be negotiated with the City, however, Waste Management must have photographic evidence of the Overage (which will be provided to the Customer upon request).
  2. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), and Waste Management has photographic evidence of each instance, Waste Management may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.
8. **Overweight Containers.** Waste Management may refuse to collect any Refuse, or Recyclables, which Waste Management reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). Waste Management shall provide notification to the Customer regarding each instance of non-collection.

- 8) Waste Management shall maintain an office through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 am to 4:30 pm on regular collections days.
- 9) Waste Management shall resolve all complaints within 24 hours of receipt of such complaint. Waste Management shall supply the City with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for the City inspection at all times during business hours. The forms shall indicate the day and hour on which it was resolved. When a complaint is received on a day preceding a holiday or on a Saturday or Sunday, it shall be resolved on the next working day.
- 10) Waste Management shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.
- 11) Waste Management shall conduct operations under this Contract in compliance with all applicable laws and municipal regulations including City ordinances.
- 12) Curbside recycling services will be made available to those residents who choose to participate in the program at no additional fee (up to two 18-gallon tub every other week) (make sure this is the size). Accepted recyclable materials are set forth in Exhibit F. Waste Management is responsible for providing clean containers and collecting any accepted recyclable materials. The City reserves the right to require additional recyclable items to be collected should Waste Management provide this service for any other municipal customer within Mesa County. Recycling services will be provided every other week. Waste Management reserves the right to discontinue recycling services to residents which repeatedly place more than the permitted amount of non-recyclables pursuant to Waste Management's standards.
- 13) Waste Management shall provide solid waste collection and recycling services at City facilities as outlined in the chart of "Dumpsters/Trash Bins at Public Offices" included in the Request for Proposals (page 3) attached hereto as Exhibit A using Contractor provided containers at no charge. Services in addition to those described in such Exhibit A chart will be billed at market rates negotiated with the City at the time the services are requested by the City.
- 13) Waste Management and the City will work together in good faith to implement a recycling program for special events held in the City. As a starting point, at no cost to the City, Waste Management will provide 10 cardboard recycling bins and two (2) 8-yard dumpsters for the cardboard bins to be emptied into, for the annual Mike the Headless Chicken Festival. The City and Waste Management will work together in good faith to organize a recycling program for other special events as well, though such services will be billed at market rates negotiated with City.

- 14) Waste Management will consult with the City regarding the City's annual electronics recycling event in the City. The timing a of the event will be jointly agreed to by the parties.

**J. Performance by City.**

- 1) The City shall notify all new property owners about complaint procedures, fees for collection of solid waste, regulations, day(s) for scheduled solid waste collection, and voluntary curbside recycling opportunities. City shall notify Waste Management of customer changes before such changes take effect (e.g., new customers, cancelling customers, changed service levels, etc.). Waste Management may notify the City of any discrepancies and the City shall promptly make appropriate billing adjustments.
- 2) The City will submit statements to and collect from all residential units for services provided by Waste Management. The City shall have the right to make adjustments for those residents who do not require service for a period of time due to hospitalization, vacation, etc., only if advance notification is given to Waste Management of those residential addresses that do not require service. The City shall pay Waste Management within two weeks following the mailing of statements.

**K. Fees.**

- 1) The fees for compensation to Waste Management for collection of solid waste and recyclable materials for services beginning January 1, 2020 shall be \$12.87 per month per single-family residence and \$11.99 per month for a single-family residence that qualifies for the senior citizen fee based on age and income criteria. Waste Management provided container rate shall be \$14.00 per month for single-family residence and \$13.00 per month for seniors.
- 2) Annual CPI Adjustment. These fees shall be adjusted annually on January 1 of each subsequent year of the contract to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI) for All Urban Consumers: Garbage and Trash collection services (<http://www.bls.gov/data>) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any percentage change in the CPI shall equal the percentage change in the collection fee. The fee will be calculated no later than August 31st of each year, based on the preceding twelve months (August thru July) of CPI data. Waste Management shall notify the City, in writing, of changes in the monthly fee by September 1 preceding the January 1 effective date of said fee change.



3) **Extraordinary Adjustments.** In addition to the Annual CPI Adjustment provided, the Waste Management fees shall, upon written request of Waste Management, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the services hereunder due to any one or more of the following causes:

- a. Force majeure events;
- b. Change in applicable law (statutes, regulations, permit requirements, orders, etc.) that is effective after the effective date of this Agreement;
- c. Increase in costs to dispose (e.g., Mesa County landfill tip fees) of or process materials (e.g., MRF operating costs) collected hereunder; or
- d. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the services hereunder.

If Waste Management requests an adjustment pursuant to this section, it shall prepare an adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the fees necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Waste Management, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with applicable law, to protect the confidential or proprietary nature of any data or information supplied by Waste Management. In the event the City, after retaining such third party, disputes the calculations provided by Waste Management, Waste Management may retain an independent third party to calculate the increased cost. If the parties are unable to agree on an adjustment after Waste Management's third party expert provides its calculations, the two independent third parties shall select a third independent third party who will calculate the adjustments, which calculation shall be final and approved by both parties.

**L. Assignment.**

Any assignment of the Contract or any right occurring under this Contract is void without the express written consent of the City which consent shall not be unreasonably withheld.

**M. Failure to Perform.**

If Waste Management (i) fails to collect materials herein specified for a period in excess of five (5) consecutive scheduled working days, (ii) fails to operate the system in a satisfactory manner, as described by the Contract Documents and the Fruita Municipal Code, for a similar period, or (iii) violates any of the provisions of this Contract, the City shall have

the following remedies in addition to any remedies provided at law or in equity (provided such failure is not due to war, insurrection, riot act of God, or any other cause beyond Waste Management's control), provided the City had given Waste Management notice of the performance failure and Waste Management failed to cure the same within five (5) days: Do these conflict?

- 1) At its option, after written notice to Waste Management as provided hereinafter, take over and operate any or all of Waste Management's equipment used in the performance of this Contract;
- 2) Use and operate same itself until such matter is resolved and Waste Management is again able to carry out its operation under this Contract;
- 3) Contract with another service provider or engage in other self help.

Any and all operating expenses incurred by the City in so doing may be deducted from compensation to the Waste Management hereunder. If Waste Management is unable for any cause to resume performance at the end of thirty (30) calendar days, the City may terminate this Contract and all liability of the City under this Contract to Waste Management shall cease and the City shall be free to negotiate with other contractors for the collection of solid waste and recyclable materials. Such operation with another contractor shall not release Waste Management herein of its' liability to the City for such breach of this Contract.

**N. Notices.**

All notices shall be deemed given when same is delivered or mailed postage prepaid to the following address:

City of Fruita  
325 E Aspen Ave, Suite 155  
Fruita, CO 81521

Waste Management  
1227 Winters Ave  
Grand Junction, CO 81501

With a copy to:

Waste Management  
Attn: Legal Department  
222 S. Mill Avenue, Suite 333  
Tempe, AZ 85281

**O. Severability.**

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

**P. Illegal Aliens.**

- 1) **Certification.** Waste Management hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Contract and that the Waste Management will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.
- 2) **Prohibited Acts.** Waste Management shall not:
  - a. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
  - b. Enter into a contract with a subcontractor that fails to certify to Waste Management that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
- 3) **Verification.**
  - a. If Waste Management has employees, Waste Management has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program.
  - b. Waste Management shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
  - c. If Waste Management obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien who is performing work under the Contract, Waste Management shall:
    - i. Notify the subcontractor and the City within three (3) days that Waste Management has actual knowledge that the subcontractor is

employing or contracting with an illegal alien who is performing work under the Contract; and

- ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Contract; except that Waste Management shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Contract.
- 4) Waste Management shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Waste Management is complying with this Contract.
  - 5) If Waste Management does not have employees, Waste Management shall sign the "No Employee Affidavit" attached hereto as Exhibit D.
  - 6) If Waste Management wishes to verify the lawful presence of newly hired employees who perform work under the Contract via the Department Program, Waste Management shall sign the "Department Program Affidavit" attached hereto as Exhibit E.

**Q. Miscellaneous**

- 1) Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Mesa County, Colorado.
- 2) No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Contract by the City shall not constitute a waiver of any of the other terms or obligation of this Contract.
- 3) Integration. This Contract and any attached exhibits constitute the entire Contract between Waste Management and the City, superseding all prior oral or written communications. If there is a conflict between language in the body of this Agreement and any Exhibit, language in the body of the Agreement will prevail.
- 4) Third Parties. There are no intended third-party beneficiaries to this Contract.

- 5) **Governmental Immunity.** The City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and six hundred thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the City and its officers or employees.
- 6) **Rights and Remedies.** The rights and remedies of the City under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

IN WITNESS WHEREOF, We, the Contracting parties, by our duly authorized agents, hereto affix our signatures and seals this 5th day of November, 2019.

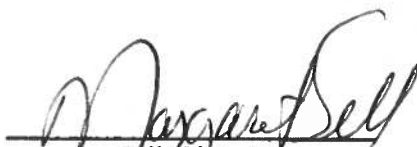
City of Fruita

  
\_\_\_\_\_  
Joel Kincaid, Mayor

Waste Management of Colorado, Inc.

  
\_\_\_\_\_  
Waste Management

ATTEST:

  
\_\_\_\_\_  
Margaret Sell, City Clerk

ATTEST:

\_\_\_\_\_  
Secretary

Exhibit A: Basic Scope of Services to be Provided, as in the Request for Proposals.

**C. Basic Scope of Services to be Provided**

1. Curb side trash collection and disposal services shall be provided to all residential units within the city limits of Fruita at least one (1) time per week. Multi-family dwellings of less than four units may elect, at the owner's option, to contract with the successful bidder for trash collection services through the use of a trash dumpster in lieu of curb side services subject to the City and successful bidder's review and approval of the specific location for access and safety issues. Multi-family dwellings of four or more units may, at the owner's option, elect to contract separately for trash collection services from any provider of trash collection services. The number of residential units currently being served is 4668 per month.
2. There shall be no limit to the number of containers or the amount of residential waste to be collected at one residence.
3. A copy of Section 8.08.080 of the Fruita Municipal Code concerning trash collection is attached as Exhibit A. Any requested changes to this Chapter such as weight or size restrictions or number of containers should be included in the proposal submitted.
4. Trash containers shall be placed, by both the residential user and the trash collection firm, at the front of the premises within 12 inches of the yard edge of the front sidewalk or curb, but in no event shall such containers block the use of the sidewalk or use the street for parking.
5. Contractor shall provide trash and recycling collection services at designated City locations at no charge to the City using Contractor-owned containers. An inventory of current Contractor-owned containers is as follows:

<b>Dumpsters/Trash Bins at Public Offices</b>				
<b>Location</b>	<b>Size</b>	<b>Quantity</b>	<b>Service</b>	<b>Waste Type</b>
Fruita Civic Center	Dumpster, 8 yard	1	Weekly	Trash
325 E. Aspen Ave	Dumpster, 6 yard	1	Weekly	Recycle

Fruita, Co 81521				
Fruita Recreation Center	Dumpster, 6 yard	1	Weekly	Trash
324 N. Coulson Street	Totes, 96 gallon	4	Weekly	Recycle
Fruita, Co 81521				
Little Salt Wash Park	Dumpster, 6 yard	1	Weekly	Trash
651 N. Pine Street				
Fruita, Co 81521				
Fruita City Shops	Dumpster, 8 yard	1	Twice a week	Trash
900 Kiefer Ave	Dumpster, 6 yard	1	Twice a week	Cardboard
Fruita, Co 81521	Totes, 96 gallon	9	Weekly	Recycle
Fruita Police Department	Dumpster, 3 yard	2	Weekly	Trash
101 W. McCune Ave	Dumpster, 6 yard	1	Weekly	Cardboard
Fruita, Co 81521	Totes, 96 gallon	2	Weekly	Recycle
Fruita Wastewater Plant	Dumpster, 2 yard	7	Weekly	Trash
1131 15 Road				
Fruita, Co 81521				

6. Cost of the curbside recycling program shall be built into the flat rate for trash collection with no additional charge to either the City or resident for curbside recycling service. Contractor shall include with a bid a detailed list of items they will accept for recycling. The City reserves the right to require additional recyclable items to be collected should the Contractor provide this service for any other municipal

customer with Mesa County. In addition, the Contractor shall be responsible for maintaining an inventory of clean bins to accommodate growth in the customer base during the term of the contract.

7. Special haul services shall be provided by the Contractor to residential customers upon request at a rate to be determined by the Contractor. The charge for such service shall be billed by the Contractor directly to such requesting customer. A residential customer may choose any trash hauling company for special haul services. Special haul services shall include, but are not limited to, materials which do not meet the requirements of 8.08.080 of the Fruita Municipal Code, bundles exceeding reasonable weight or size restrictions, rocks, automobile parts, tires, concrete, trees, appliances, furniture, and other bulky items.
8. All refuse collected for disposal shall be hauled to the Mesa County Landfill or other City approved landfill. The charge for disposal shall be borne by the Contractor. All applicable regulations shall be adhered to for transportation and disposal of refuse.



Exhibit B

**TRASH AND RECYCLE ROUTE MAP**

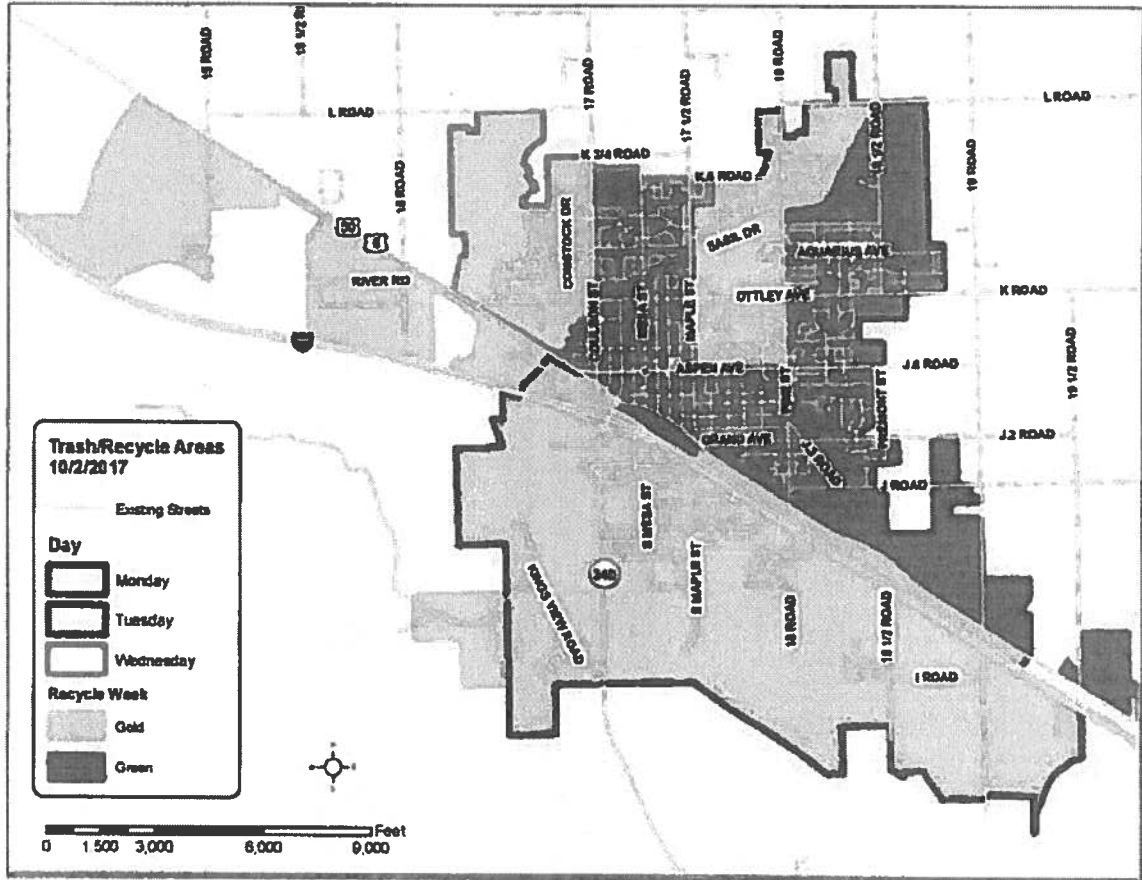


Exhibit C

**PERFORMANCE BOND**

Exhibit D

**NO EMPLOYEE AFFIDAVIT**

*[To be completed only if Consultant does not have any employees]*

**1. Check and complete one:**

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

OR

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the course of my Contract with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

**2. Check one.**

I am a United States citizen or legal permanent resident.

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

- + A valid Colorado driver's license or a Colorado identification card;*
- + A United States military card or a military dependent's identification card;*
- + A United States Coast Guard Merchant Mariner card;*
- + A Native American tribal document;*
- + In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card;*  
*or*
- + Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

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

*Consultant must verify this statement through the Federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the City.*

Signature

Date

Exhibit E

**DEPARTMENT PROGRAM AFFIDAVIT**

*[To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program]*

I, \_\_\_\_\_, as a public contractor under contract with the City of Fruita (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the City within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

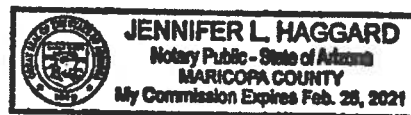
SAR  
\_\_\_\_\_

Consultant Signature

10-8-19

Date

ARIZONA )  
STATE OF COLORADO )  
 ) ss.  
COUNTY OF MARICOPA )



The foregoing instrument was subscribed, sworn to and acknowledged before me this 8<sup>th</sup> day of October, 2018, by SCOTT A. BRADLEY as President of WASTE MANAGEMENT OF COLORADO, INC

My commission expires: February 25, 2021

(SEAL)

\_\_\_\_\_  
Notary Public

Exhibit F

**Recyclables Specifications**

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

\* These materials may be deemed Recyclables upon written consent of Waste Management, which may be withdrawn upon notice to City if there is no commercially viable market.

**ADDITIONAL SPECIFICATIONS:**

Contained materials may not have more than 10% Non-Recyclables or any Excluded Materials. Carts or Bins with more than 10% Non-Recyclables may be delivered to the designated transfer or

disposal facility for disposal. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Waste Management reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the to cost process, transport and market such materials exceeds its then-current value, subject to the City of Fruita's approval which shall not unreasonably withheld). In any event, Waste Management may temporarily dispose of such negatively valued materials after proper notice to City, which notice will include its calculation establishing a commodity's negative value.