

**SUBJECT: AWARD OF FIVE-YEAR TRASH, RECYCLING, AND COMPOST
HAULER CONTRACT**

DATE: JUNE 18, 2024

PRESENTED BY: KURT KOWAR, PUBLIC WORKS

SUMMARY:

Staff is recommending approval of a five (5) year contract for refuse, recycling, and composting services related to the City's Residential Single Hauler Program with Republic Services for 2024-2029.

On March 5, 2024 Staff presented results of the City's Solid Waste Services Request for Proposals (RFP) process. The City Council agenda item and presentation materials can be found here:

<https://www.louisvilleco.gov/home/showdocument?id=41308&t=638447262885419377>

The City Council directed staff to finalize a contract with Republic Services.

FISCAL IMPACT:

The Solid Waste Hauling Contract is a pass through cost for the City. The Contract Hauler bills the City and then the City bills the customer on their Utility Bill.

The program offers several Trash, Recycle, and Compost container mixes. Specific pricing for a container mix is provided in the presentation from March 5.

PROGRAM/SUB-PROGRAM IMPACT:

The main objective for the Solid Waste Sub-Program is to enable residents to dispose of their solid waste in a convenient, environmentally responsible, cost effective manner.

RECOMMENDATION:

Approve contract negotiated with Republic Services as directed by City Council on March 5, 2024 and any necessary minor changes as directed by Mayor, City Manager, City Attorney, and Director of Public Works and Utilities.

ATTACHMENT(S):

1. Republic Services Contract

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT is made and entered into effective the **14 day June, 2024** (the “Effective Date”) by and between the CITY OF LOUISVILLE (“City”), a Colorado home-rule municipal corporation and ALLIED WASTE TRANSPORTATION, INC., d/b/a Republic Services of Denver, a Colorado corporation (“Contractor”) whose address is 18500 North Allied Way, Phoenix, AZ 85054.

WHEREAS, the Contractor, in response to the City's request for proposals, submitted a written proposal to provide single-family residential trash (landfill), recycling and compostable collection services within the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have the Contractor perform residential trash, recycling and compostable collection services in accordance with the terms of this Agreement;

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.

A. “Applicable Law” means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, government orders, governmental decrees, judicial judgments, constitutional provisions, and the requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

B. “Hazardous Waste” means waste defined as, or of a character or in a sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

C. “Recyclable Material” consists of any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

D. “Solid Waste” is any nonhazardous solid waste that is not excluded by the provisions of this Agreement. Solid waste does not include any Unacceptable Waste.

E. “Unacceptable Waste” means highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

F. “Waste Material” means all Solid Waste and Recyclable Materials not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.

2. Scope of Agreement.

A. This Agreement pertains to single-family residences except for those within Homeowner Associations that offer their residents curbside trash and single-stream recycling as of the effective date of Ordinance No. 1545.

B. This Agreement shall not be considered an exclusive franchise for services to the residents of the City and any resident may choose to negotiate with any other trash removal service licensed to do business in the City or may choose to remove their own waste materials in accordance with the laws and regulations of the City. If a resident decides not to use the service and is not part of a Homeowner Association that provides residents trash and curbside recycling, the resident will be billed for the service by the City as though the resident was subscribing for the 35-gallon service rate.

C. The Contractor may provide separate services to homeowner associations that offer their residents curbside trash and single-stream recycling; provided that, trucks and equipment used in the provision of Contractor’s services hereunder shall not be used to provide services to such homeowners associations. The Contractor shall not discourage any homeowner association that chooses not to provide its own collection services from joining the City’s program.

3. Scope of Work. The Contractor will provide the following:

A. Weekly collection of trash, every-other-week collection of single-stream recyclables, and every-other-week collection of compostables/yard waste.

B. The Contractor will supply all residences served with:

i) Two-wheeled carts for collection of trash will be supplied by the Contractor in 35-gallon, 65-gallon or 95-gallon sizes, depending upon the level of service selected by the resident. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal or replacement of carts for trash. The cost for trash collection shall be as set forth in Exhibit “A”.

- ii) a 35, 65 or 95-gallon, two-wheeled cart for accumulating and setting out recyclables for collection. This cart will be labeled as containing recyclables. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal and replacement of recycling carts. Recyclables will be collected every other week alternating with the weeks compostables and yard waste are collected. The cost for recyclables collection shall be as set forth in Exhibit "A".
 - iii) a 35, 65 or 95-gallon, two-wheeled cart for accumulating and setting out compostables and yard waste for collection, depending on the level of service selected by the resident. This cart will be labeled as containing compostables. The Contractor shall have full responsibility for delivery, exchange, maintenance, removal and replacement of carts for compostables and yard waste. Compostables and yard waste will be collected every other week alternating with the week's recyclables are collected. The cost for compostables and yard waste collection shall be as set forth in Exhibit "A".
- C. Extra refuse (refuse in excess of the 35, 65 or 95-gallon service selected by the resident) will be collected as part of a prepaid sticker program.
- i) The Contractor will work with the City to develop a prepaid sticker for extra bags of trash up to 35- gallons that may be purchased by residents at locations designated by the City. Residents shall attach the prepaid stickers to each extra bag of trash.
 - ii) If the resident has not attached a sticker, the Contractor shall not be responsible for pickup of the extra trash.
 - iii) Prepaid stickers will be produced by the Contractor and sold to the City at the price per Exhibit "A", attached hereto and incorporated herein. The City, will sell the stickers to residents for a price established by the City. The price of prepaid bag stickers will be increased each time the price of regularly scheduled trash rates are increased under this Agreement and by the same percentage amount as the regularly scheduled rates are increased.
- D. Weekly Recycle or Compost Collection.
- i) The Contractor shall provide weekly recycling or compost pickup to residents that opt in to weekly service. Contractor will not collect weekly recycling and/or compost with EV refuse collection trucks on the off week. Every effort will be made to collect these off-week recycling and organics in an RNG vehicle; however, adjustments may have to be made depending on truck availability.
 - ii) The Contractor shall bill for additional weekly service on a quarterly basis for each recycle or compost waste stream with weekly service as a separate charge from 100% incremental unit cost billing. Louisville residents will be invoiced directly from Republic Services, Inc. on a quarterly basis.

- iii) Residents may request additional weekly service for recycling and compost regardless of bin size or number of bins subscribed to. The monthly cost of the additional service is independent of number of waste bins per location by waste stream.
 - iv) The Contractor and City agree that if the additional weekly subscription services reach a threshold such that daily routing or capacity of existing contract equipment reaches capacity additional contract pricing may be negotiated to address additional efforts. The Contractor currently estimates extra capacity is available up to 250 accounts per month.
- E. The Contractor will collect approved bulky items (i.e. trash items that are too large to be placed in a 35-gallon refuse bag), such as debris, shipping waste, furniture or appliances (no freon), and small equipment, such as lawnmowers (no oil/gas), which may or may not be collected on the regular collection day. The Contractor shall not be responsible for collection of any bulky item unless it receives a request from the resident prior to the regularly scheduled collection day. The Contractor will maintain a list and price schedule of acceptable bulk items for pick-up. The cost for bulk item collection shall be as set forth in Exhibit "B".
 - i) A resident's first bulky item in a calendar quarter will be taken free-of-charge (exception: Freon-containing appliances for which there is always a charge).
 - ii) Collection of any additional items in a calendar quarter shall be subject to the Special Request for Service procedures set forth in Section 8 of this Agreement.
 - iii) If the resident has not made prior arrangements with the Contractor, the bulky items will be left at the curb.
 - iv) Once per year that this Agreement is in effect, the Contractor shall provide a curbside bulk item pickup event limited to 5 items per account, which event shall be provided free of charge to residents and at no additional cost to the City. The date of this event will take place on a Saturday mutually agreed upon by the Parties.
- F. The Contractor will supply a report in an electronic format acceptable to the City each month summarizing services provided, detailing the charges by address, and listing the addresses where the service level has been changed for use in adjusting the residents' utility bills.
- G. The Contractor will supply, on a subscription basis only and for an additional fee as set forth on Exhibit "A" to the resident, the following services:
 - i) Drive-In Service: Drive to homes with long driveways, etc. and empty refuse carts; provided that, the resident requiring drive-in service first signs a waiver to limit

Contractor's liability with regard to private property damage. The provisions of such waiver shall be subject to pre-approval by the City.

- ii) Roll-Out Service: Roll the carts out from the resident (up to 50 feet) to the collection truck. **Contractor shall provide capabilities to bill City but not residents for those locations where roll-out service is requested by documented physically impaired individuals.**
 - iii) Weekly waste stream collection for recycling and/or compost.
- G. During the length of this Agreement, the Contractor will supply its standard annual newsletter to the City mailed to participating residents at no cost. The City may with the Contractor's prior approval amend the newsletter to address City issues and distribute the newsletter to residents in their City utility bill.
- H. Additional Services.
- i) The Contractor shall provide a Spring and Fall curbside tree branch and leaf pickup event at no extra cost to the City or residents. The date of these events will take place on two (2) Saturdays mutually agreed upon by the Parties.
 - ii) Contractor shall make available at no extra cost to the City or residents 500 cubic yards of finished compost in total per year.
 - iii) Provide up to 20 bins annually for the City's Labor Day Parade (Main Street) and up to 10 bins annually for the City's 4th of July (Golf Course Clubhouse). This should include drop off and pickup.
 - iv) The Contractor shall provide five (5) complimentary 30-yard roll off containers for the City's use. Additional 30-yard roll off containers shall be made available to the City at a flat fee of \$350.
 - v) The Contractor shall provide Christmas tree removal and compost service provided trees are cut in half, bound, and left out on compost collection day.
 - vi) Subject to Section 34 of this Agreement, the City and the Contractor may negotiate for other trash, recycling, or composting collection services not addressed herein.
- I. Damage to Pavement: Contractor shall not be responsible for any damages to City's pavement, curbing or other driving surfaces resulting from Contractor's providing service, except to the extent caused by Contractor's negligence.

4. Billing for Services.

- A. Unit-Based Rates will be charged each resident based on the rates in Exhibit "A":

Under the 95-Gallon Rate, residents may have additional 35-gallon, 65-gallon, and 95-gallon refuse, recycling, and/or compostables/yard waste containers. Residents will be charged as set forth in Exhibit "A" for each additional cart in excess of the first 95 gallon one.

- B. Individual Subscription Based Services, including weekly recycling and/or compost collection, drive-in service, and roll-out service shall be charged as set forth in Exhibit "A".
- 5a. Recyclable Services: The Contractor will collect all of the materials that the Boulder County Recycling Center (BCRC) will accept from curbside programs and deliver them to the BCRC. All revenues from the sale of the recyclables will belong to the City. All tip fee charges from BCRC will be paid by the City directly to BCRC. The Contractor will provide the City with a detailed monthly accounting of the material delivered to the BCRC. Materials delivered to the BCRC will be identified by the Contractor's employee as belonging to the City and the revenue from the sale of these materials will be collected by the City directly from BCRC. The recyclable materials shall be collected every other week on the same day as refuse collection and shall be collected in one stream. Any changes to the materials acceptable to the BCRC will be communicated to residents through the Contractor's next regular scheduled communication as required in Section 11 of this Agreement. Except for its collection and delivery obligations, Contractor is not responsible for the contents placed in recyclables carts by residents.
- 5b. Compostable Services: The Contractor will collect all compostable and yard waste materials that are suitable for composting. The Contractor will process all compostable and yard waste materials at a facility that is approved by the City. All revenues from the sale of compostable and yard waste will belong to the Contractor. The compostable and yard waste materials shall be collected every other week on the same day as trash collection and shall be collected by bin or bundled in 4' lengths or less. Any changes to the materials acceptable to the Contractor's processing facility shall be communicated to residents through the Contractor's next regular scheduled communication as required by Section 11 of this Agreement.
6. Alley Collection: The Contractor will provide alley collection of refuse, recyclables and compostables to all areas of the City with alleys. In areas where alley service is provided, Contractor shall not be required to additionally provide curbside service except in such circumstance where homes are isolated from alleys. **Rear load equipment alley routes shall have bins placed back into locations they were serviced from with lids closed. The Contractor shall not place bins in a location that block the alley, garage doors, or other means of resident ingress/egress unless said bins were originally located in that position.**
7. Hours and Days of Operation: The Contractor will limit regular collections between the hours of **7:00 a.m. and 7:00p.m. on Tuesday, Wednesday, Thursday, and Friday.** The Contractor will present its collection plan for City approval and shall obtain City approval thereof prior to commencement of services. Any material modifications of the agreed upon collection plan shall be subject to prior approval by the City.
8. Special Request for Service: A special service request is a resident's request for the Contractor to make a special trip to their residence to collect trash or bulky trash. It is not a request for regularly scheduled service. Special services are sold directly to residents and are billed directly to the resident. **Special service requests may not be completed**

on your normal collection day. Republic will make every effort to accommodate all special requests as soon as resources are available.

9. Holiday Schedule: The Contractor will observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If one of the observed holidays falls on a scheduled collection day, collection will be on the next available business day. The Contractor will supply an annual calendar, at no charge, to the participating residents showing what trash, recycling or compostable materials are to be set out each week and the collection days during holiday weeks.
10. Trucks and Equipment:
 - A. The Contractor shall , once available, provide (3) Three Automated Side Load and (1) Rear Load all electric vehicles that will be utilized to provide services for this Contract as set forth in Exhibit "A". Surcharge Electric Vehicle Rates established for this contract are per vehicle per month per bill for each piece of equipment and flat fee renewable energy cost. Flat fee renewable energy costs represent those costs necessary to ensure all kilowatt hours of charging are renewable energy based upon Xcel Energy renewable energy blend and any necessary commercial renewable energy supplemental program costs. The basis of this contract shall assume 40% of total kilowatt hours of charging is renewable energy and 60% of total kilowatt hours of charging shall utilize commercially available Xcel Energy supplemental renewable energy programs. The Contractor shall provide annual reporting showing total kilowatt hours of charging for electric vehicles and kilowatt hours of supplemental renewable energy purchased to ensure 100% renewable energy for the City's dedicated electric fleet.
 - B. **Delivery Schedule.** The parties shall work together to determine an estimated timeline for implementation of the electric vehicles being utilized to perform the services, including the estimated delivery dates and quality of vehicles confirmed with manufacturers.
 - C. Once the electric vehicles have been put into services, Contractor shall advise the City when electric vehicle or equipment designated to this contract are not in service for any reason. The Contractor shall use their best efforts to only utilize Renewable Natural Gas trucks as substitute when electric vehicles experience downtime for any reason. If contractor cannot use a Renewable Natural Gas truck as a substitute, Contractor will advise the City accordingly.
 - D. The Contractor and City acknowledge that electric refuse vehicles are a developing technology. The Contractors intent is to utilize electric refuse vehicles to perform all the Services set forth herein. Contractor and City agree that if the Contractor is unable to utilize electric refuse vehicles a minimum of seventy percent (70%) of the time in any given month, the Contractor and City will meet in good faith to discuss an appropriate reduction in the rates the City pays for the use of electric refuse vehicles.
 - E. The Contractor and City acknowledge that electric refuse vehicles provided to The City may not have 100% utilization based upon service areas and days. If Contractor intends to utilize electric refuse vehicles to perform services for another contracted customer,

Contractor will meet with the City in good faith to negotiate a potential reduction in the rates the city pays for the use electric refuse vehicles.

- F. All collection vehicles shall be less than 10 years old, be kept in good repair and appearance, be clean and sanitary, and be compliant with all local, state and federal safety and inspection regulations.
- G. The Contractor shall coordinate with the City Quarterly to review collection equipment condition to ensure high standards of cleanliness and appearance. The City may opt to review equipment more frequently if it is observed cleanliness or appearance is not upkept. In the event the City determines the condition of a collection vehicle is unacceptable the contractor shall take immediate action to correct the condition of the vehicle and provide an acceptable substitute vehicle as necessary in accordance with the standards set forth in this RFP.
- H. Vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after the occurrence. The Director of Public Works & Utilities shall be notified via email as soon as the contractor is aware of a leak or spill.

11. Promotion and Education:

- A. Agreement Implementation: The Contractor will use its expertise and knowledge to assist City staff in the transition to the Contractor's services being provided under this Agreement. The Contractor will develop a list of questions and issues concerning the design, planning and implementation of the rate system, and the single-hauler refuse, recycling, and compost collection program.
- B. Marketing Communication: The Contractor will work with the City to provide service-oriented information to customers for developing and executing public education to encourage waste reduction and diversion. Specifically, 30 days prior to the commencement of service, the Contractor shall provide an 8-1/2" x 11" two-color insert to be included in each customer's monthly bill (approximately 6,000 – 6,500 inserts required). This insert will inform City residents of the specifics of the trash, recyclables and compostables collection program, including a collection schedule, a listing of what materials can go into each waste stream, instructions on the proper handling of the collection carts, instructions on what customers are to do with trash that does not fit into the collection carts, etc. At the same time, Contractor shall provide a complete list of fees and services offered to each customer. The contents of the insert shall be subject to approval by the City. Contractor should also provide a cost to allow the City the option of requiring that the inserts be mailed directly to all customers by the Contractor. The Contractor may provide another such insert anytime there is a rate increase or change in the collection program.

In addition to the above educational information, the Contractor will work with City Staff to provide and share educational information that will further improve the efficiency and waste diversion performance of the collection program. The Contractor shall support these efforts by:

- Maintaining a Louisville-specific website page(s) with the same information required for Customer notifications.
- Integration of Republic's MyResource app as applicable.
- 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, etc.)
- Providing service tags and utilizing them as required throughout this contract.
- Providing Customers with options for e-mail and text reminders prior to collection days.
- Providing Customers with options for e-mail and text reminders to communicate holidays, inclement weather changes, or other schedule/service disruptions.
- Providing the City with information that will impact Customer service at least thirty days before any changes go into effect.
 - Including changes in accepted Recyclable Materials or Compostable Materials, equipment, routing, collection schedule etc.

C. Field Communication and Reporting:

- i) The Contractor shall adequately tag any refuse, recycling, or compostable carts that contain contaminated material. Tag should provide note of what contaminated material was observed.
- ii) The Contractor shall note those locations that do not have refuse, recycling, or compostable carts out on collection day as "not-out" in the Contractors records.

12. Public Informational Meetings: The Contractor's management staff shall participate with City staff in all meetings necessary to introduce Contractor's services to participating residents. The Contractor will develop informational materials to hand out at these meetings, with the assistance of the City.
13. Customer Service Standards: The Contractor shall be responsible for providing all customer service functions including informing residents of current services, handling resident special service requests, and resolving customer complaints.

A. Dedicated Colorado Customer Service Representatives: Prompt customer service from representatives that understand Louisville's program is very important to the City. All dedicated customer service staff shall have a comprehensive working knowledge of Louisville neighborhoods and the specific details of services and rates provided under the Agreement. The Contractor has indicated this contract will be serviced by a Colorado Call Pod that focuses service on Colorado, portions of Wyoming and New Mexico. The Contractor shall not utilize a national call center to handle overflow call volume. Louisville customer service calls, prior to being placed into the queue, will be given an option to leave a voicemail on a dedicated Louisville mailbox, or the option to wait for a live customer care agent. If the option for a live customer care agent is selected, the voicemail option is no longer available. If 88 seconds on hold has been reached, the customer will be given an option to request a call back or continue to hold for the next available agent. If the option to wait for the next available agent is selected,

their call will be answered by a Colorado Pod Agent, or if volumes are very high, a Northwest Area customer care agent, whichever comes available first. Currently, 93% of all Louisville calls are handled by a Colorado Customer Care Agent. All Louisville voicemails will be returned by a representative from the Commerce City Hauling Facility.

B. Customer Service Representative Hours: Customer service staff shall be available at a minimum from 8 AM to 5 PM MST Monday through Friday and Saturdays during weeks when holidays or service suspensions require Saturday collections.

C. Customer Service Expectations:

- i) Answer Customer contacts primarily with live personnel.
 - a. When call volume is unexpectedly high and live personnel are addressing other City queries, the customer will be given an option to request a call back or continue to hold for the next available agent. If the option to wait for the next available agent is selected, their call will be answered by a Colorado Pod Agent, or if volumes are very high, a Northwest Area customer care agent, whichever comes available first.
 - b. Maintain an average hold time of two minutes or less for customer service over the phone.
 - c. Maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone.
- ii) Resolve any missed collection issues within 1 business day.
 - a. Excluding delays associated with service suspensions.
 - b. Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week).
- iii) Resolve any other Customer or City complaints within 2 business days.
- iv) Respond to any service change or Bulky Items collection requests within 2 business days.
 - a. Service change requests shall be completed the last week of every month. Service change requests are accepted up to the 25th of every month. Bulk collection shall be completed within 1 calendar week of requested service.
- v) Resolve all complaints and requests to the satisfaction of Customers and the City.
- vi) City shall have access to the recording of any complaints received via phone (upon request).
- vii) City Representative or their designate shall be copied on all responses to written complaints via email, forms, or other means. The original complaint shall be included in any response.

D. Maintenance of Records and Reporting The contractor shall maintain complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the City. Reports shall be submitted by the tenth day of each month to the City documenting the following information:

1. All customers to whom service was provided; detail to include address, account number, size of each container and monthly fee. Included with the line-item report will be a summary report detailing the number of customers with each container size combination.
2. A log of complaints and resolutions for trash and recycling collection services.
3. A log of missed collections and responses.
4. A description of any vehicle accidents or infractions.
5. A listing of all accounts having a change of service during the month. (i.e., 35-gallon service to 65-gallon service, etc.)
6. Weights in tons of all trash materials collected and landfill destination(s).
7. Weights in tons of recyclable materials collected and destination(s).
8. Weights in tons of compostable materials collected and destination(s) including identification of rejected loads.
9. Number of pickups and weights in tons of special wastes (curbside) collected and destination(s).
10. Applicable customer service metrics as required under Customer Service Expectations.

In addition, reporting shall be submitted by the last day of January annually to Boulder County through the Boulder County ReTRAC reporting system. This shall require some form of registration and licensing in accordance with Louisville and/or Boulder County Ordinances.

14. Compensation Payment Schedule: The Contractor shall bill the City monthly on an aggregate basis for services provided. The Contractor shall supply a billing report in an electronic format acceptable to the City each month summarizing services provided, detailing the charges by address, and listing the addresses where the service level has been changed for use in adjusting the residents' utility bills. The total of the detailed report shall equal the aggregate amount billed to the City. The City shall pay each monthly billing within 30 days of receipt of the billing from the Contractor. The City will retain full auditing rights of the Contractor's accounting records as they pertain to the City's Agreement. All such information shall to the extent permitted by law be deemed as confidential.
15. Annual Price Change: Annually, and effective on the anniversary of the Commencement Date, prices will be adjusted by the percentage change in the Consumer Price Index for All Urban Consumers: Water Sewer and Trash Index (CUSR0000SEHG). This annual change shall initially be based on the most recent 12-month period available and then consistently based on this period annually thereafter.

16. Failure to Perform: The City expects high levels of customer and collection service. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through default for more serious lapses in service provisions.
17. Penalties: Penalties will be levied if documented in an incident report presented by the City to the Contractor. Penalties shall remain separate from monthly service fee payments. The Contractor and City shall negotiate in good faith to achieve resolution regarding potential disagreements prior to fees assessed.

Action or Omission	Penalties
Material Conditions for Contract Default	
Failure to meet schedule for any transition activity.	\$500 per day
Failure to deliver all Solid Waste to approved landfill, all Recyclable Materials to BCRC, and all Compostable Materials to approved composting facility. Receiving facility contamination policies may apply.	\$3,000 per load
Failure to maintain required insurance coverage.	\$5,000 per incident
Failure to maintain current Performance Bond.	\$5,000 per incident
Misrepresentation in reporting including inaccurate City administrative fees or liquidated damages.	\$5,000 per incident
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
Failure to initiate and participate in mutually scheduled quarterly meeting.	\$1,000 per incident
Failure to allow City audits or maintain records for 3 years.	\$3,000 per incident
Failure to provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years.	\$1,000 per incident
Failure to appropriately bill Customers according to the Agreement OR bill for fees not approved by City.	\$3,000 per billing
Failure to provide the number of dedicated service representatives familiar with city neighborhoods and City contract during business hours that are agree upon in Service Agreement.	\$500 per day
Daily Operations	

Commencement of residential collection prior to 7:00 a.m. or continuance after 7:00 5:00 -p.m. except as expressly permitted.	\$250.00 per incident (each truck on each route is a separate incident).
Failure to collect missed collections within 1 business day (excludes late set-outs & blocked carts which shall be collected within 1 calendar week) (excludes severe weather delays).	\$250 per Customer per day
Failure to deliver carts after service start-up OR to replace damaged/lost carts within 2 business days.	\$250 per day per cart
Failure to respond to Customer queries within 1 business day.	\$250 per incident
Failure to resolve billing inquiries and disputes within two business days (including Saturdays where staffing is required).	\$250 per incident
Failure to maintain an average hold time of two minutes or less for customer service over the phone.	\$250 per incident (Monthly Average)
Failure to maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone.	\$250 per incident (Monthly Average)
Failure to resolve Customer or City complaints within 2 business days.	\$250 per Customer per day
Failure to cleanup any vehicle leaks or collect materials spilled during the execution of Collection Services within 24 hours.	Twice the cost of cleanup to the City plus \$1,000 each incident
Leakage from Contractor vehicles or vehicle contents.	\$500 each vehicle, each inspection
Failure to tag and communicate to customer contaminated materials and non-pickup.	\$500 per incident
Failure to maintain carts in good working condition including needed repairs in accordance with the Agreement.	\$100 per cart
Late or incomplete submission of on request or monthly reporting.	\$250 per day
Failure to maintain vehicles that are clean, sanitary & in good working order.	\$250 per incident
Failure to provide Bulky Item collection within 1 calendar week of Customer request.	\$250 per Customer per day
Driver providing Collection Service utilizing a cell phone in a moving vehicle.	\$500 per cell phone infraction
Failure to maintain required color-coding for Solid Waste, Recyclable Materials or Compostables OR to maintain printed material guidelines on Recyclable Materials or Compostable Materials carts.	\$250 per cart per day

Failure to distribute approved notifications & collection calendars OR to develop/use approved service tags.	\$250 per day
Failure to license collection vehicles with applicable laws.	\$250 per vehicle per occurrence

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. The City has the right to exercise any and all remedies it may have with respect to these and other violations of City codes, laws, rules and regulations and breaches of this Agreement. Any schedule of penalties shall not affect the City's ability to terminate the Agreement for breach.

19. Contract Default: The Contractor shall provide a performance bond in the amount of \$500,000 or equal to the cost of three month's service to the City, whichever is greater, to cover the City's costs in the event of a Contractor default.
20. Effective Date; Term; Commencement of Services: This Agreement shall commence of the Effective Date and shall continue in effect for a period of **five (5) years from** the Initial Service Date (defined below), unless sooner terminated by either party as provided herein. Notwithstanding the Effective Date hereof, the Contractor shall not commence services under this Agreement until the City has issued a written Notice to Proceed, which notice shall be substantially in the form set forth in Exhibit "C", attached hereto and incorporated herein by reference. The Contractor shall begin implementation towards services within 30 days after the date the City issues the Notice to Proceed, and the Contractor shall within 30 days after the date of the Notice to Proceed identify in writing to the City specific key milestone dates to achieve services commencing on the week of September 2nd, 2024 which specific date shall be the Initial Service Date.
21. Title to Waste: Contractor shall acquire title to the Waste Material when it is loaded into a Contractor's truck. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, title to and liability for any Unacceptable Waste shall at no time pass to Contractor or the City except to the extent the City is the generator and shall remain with the generator of the Unacceptable Waste.
22. Non-Appropriation; Condition Precedent: The City's financial obligations under this Agreement are from year to year only, and any financial obligation shall be subject to annual appropriation in the sole and absolute discretion of the Louisville City Council. Nothing in this Agreement shall be deemed or construed as creating a multiple fiscal year obligation on the part of the City within the meaning of the Colorado Constitution, Article X, Section 20. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.
23. Termination:
 - A. This Agreement may be terminated by either party by giving 180 days written notice to the other party prior to the anniversary date of the Agreement. Additionally, and

notwithstanding the provisions of this section, this Agreement may be terminated if, in the sole judgment of the City Manager, service by the Contractor pursuant to this Agreement is not satisfactory. Prior to terminating this Agreement, the City Manager shall cause notice to be given to the Contractor specifying why service is considered by the City to be unsatisfactory. The Contractor shall have thirty (30) days to correct such deficiencies after which the City Manager shall again review the service being furnished under this Agreement. If the City Manager, in his or her sole discretion, still finds the service unsatisfactory, he or she may terminate this Agreement by giving the Contractor thirty (30) days written notice. This Agreement shall automatically terminate at the end of the thirty (30) day period following such second notice to the Contractor. This Agreement is also subject to termination as provided in Section 22. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

B. In addition to the foregoing, this Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

24. Independent Contractor: The Contractor, and any persons employed by the Contractor for the performance of work hereunder, shall at all times be independent contractors and not the employees or agents of the City. As independent contractors, the Contractor and its employees are not entitled to workers' compensation benefits except as maybe provided by the Contractor, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity. The Contractor is obligated to pay all federal and state income tax, and other applicable taxes, on any moneys earned or paid pursuant to this Agreement. The Contractor shall be responsible and pay for all the following:

- A. Services of the drivers, their assistants, and any other personnel involved in any services rendered under this Agreement; and
- B. For assuring that each driver involved in any services rendered under this Agreement holds a valid commercial driver's license issued by the State of Colorado; and
- C. Expenses, maintenance, and operations of the trucks and any other equipment involved in any services rendered under this Agreement; and
- C. For compliance at all times with all laws, ordinances, rules, and regulations pertaining to the services rendered under this Agreement, and assuring such compliance by the drivers, their assistants, and any other personnel involved in any services under this Agreement.

25. Insurance Requirements:

- A. The Contractor agrees to procure and maintain, at its own cost, the following policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- B. The Contractor shall procure and maintain and shall cause any subcontractor performing work pursuant to this Agreement to procure and maintain or insure the activity of the Contractor's subcontractors in the Contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with standard industry forms and insurers rated A- VIII or higher by A.M. Best. All coverages shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - (1) Worker's Compensation insurance to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any such employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum, limits of THREE MILLION DOLLARS (\$3,000,000) each accident, THREE MILLION DOLLARS (\$3,000,000) disease – each employee, and THREE MILLION DOLLARS (\$3,000,000) disease – policy limit.
 - (2) Comprehensive General Liability insurance with minimum combined single limits of FIVE MILLION DOLLARS (\$5,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) 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 liability, independent contractors liability, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
 - (3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE MILLION DOLLARS (\$5,000,000) each accident with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
- D. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed via blanket-form endorsement to include the City and its officers and employees as additional insureds. Each such policy shall contain a severability of interests provision and a blanket-form waiver of subrogation endorsement waving the insurers rights of recovery against the City, its

officers, officials and employees. Each policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor via blanket-form endorsement. The blanket-form additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

- D. Certificates of insurance shall be completed by the Contractor's insurer's authorized representative as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall be supplemented with blanket-form endorsements to the General Liability and Automobile Liability policies providing that the coverages afforded under the policies shall not be canceled, non-renewed or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in the portion of the certificate addressing cancellations, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any applicable, blanket-form endorsement.
 - E. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the City may immediately terminate the Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connections therewith, and all monies so paid by the City shall be repaid by the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due the Contractor from the City.
 - F. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections afforded it by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available at law and applicable to the City, its officers, or its employees.
26. Indemnification: The Contractor agrees to defend, indemnify and hold harmless the City, and its officers, officials and its employees, from and against all liability, claims demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor, or any other person for whom the Contractor is responsible. The obligations of this section shall not apply to damages which the City shall become liable by final judgment to pay to a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the City.

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

City of Louisville
749 Main Street
Louisville, CO 80027
Attn: Director of Public Works

Republic Services of Denver
5075 East 74th Avenue
Commerce City, CO 80022
Attn: General Manager

28. Force Majeure: Neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, strikes, lockouts, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise. In cases of inclement weather, The Contractor and the City's Public Works Director shall agree for what period of time and upon what conditions collection service shall be suspended and such suspension shall be considered a force majeure event.
29. Compliance with Law: The work and 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. Without limiting the generality of the foregoing, in the performance of its services under this Agreement, Contractor shall comply with the licensing, reporting and all other provisions of Chapter 8.64 of the Louisville Municipal Code.
30. Venue: This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Boulder, State of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the District Court of Boulder County of the State of Colorado over it.
31. No Waiver: Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.
32. Assignment: This Agreement shall be binding upon the parties hereto, their successors, and assigns. The Contractor shall not assign this Agreement, in whole in part, or assign any rights to payment hereunder, without prior written consent of the City, whose consent will not be unreasonably withheld
33. Default Attorney Fees: In the event that suit is brought regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and related court costs. Colorado law shall apply to the construction and enforcement of this Agreement.

34. Entire Agreement & Amendments: This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings, This Agreement may be amended only by an instrument in writing signed by the parties.
35. Authority to Execute Agreement: The signatory of the Contractor represents and warrants that he has been duly authorized by the Contractor to enter into this Agreement and has full power and authority to bind the Contractor to the terms and conditions of this Agreement.
36. Immigration Status Obligations:

Prohibition Against Employing Illegal Aliens. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the The Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

The Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, the City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

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

CITY OF LOUISVILLE, COLORADO

**ALLIED WASTE TRANSPORTATION,
INC., d/b/a Republic Services of Denver**

By: _____
Christopher M. Leh, Mayor
Title: _____

By: _____
Ryan Lawler, NW Area President

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____

Meredyth Muth, City Clerk

Attest:

EXHIBIT "A"

Exhibit A Applicable pricing includes 3.1.1 Base Bid, 3.1.5 Alternate Bid Item #4 – Greenhouse Gas Emission with 2/27/24 Mark Petrovich Email Addendum “Electric Vehicles – Republic Services”, 3.2 Additional Services, 3.4 Additional Carts, 2/26/24 Mark Petrovich Email Addendum “Republic Services Response to Subscription Services – Recycle and Compost”, and City Facilities Pricing.

EXHIBIT A

Price Sheet - 5 Year Contract Term (Annually Renewable) *Residential Collection Services*

3.1.1 BASE BID, EXISTING ROUTE SCHEDULE:

Schedule: Existing trash service routes on **Tuesday - Friday of the Week** with recycling and compost collected in alternating weeks on the same day as trash pickup.

Price shall include the first bi-weekly **recycling** and **composting** bin of any size up to 96 gallons.

32-Gallon weekly trash with biweekly recycle and compost service \$ 15.20 per month

Unit Pricing Additional Individual Carts only after Base Bid Service:

Additional 32-Gallon increment for weekly trash only bin \$ 5.00 per month

- City will charge full price of additional trash bin increment, contractor shall only charge City cost of additional trash bin increment.

Additional 32-Gallon increment for bi-weekly recyclable only bin \$ 3.50 per month

Additional 32-Gallon increment for bi-weekly compost only bin \$ 3.50 per month

Trash Prepaid sticker per 32-gallon bag \$ 3.75 each

100% Increment per 32 gallon unit increase per service category for 64-Gallon and 96-Gallon bins.

3.1.2 ALTERNATE BID ITEM #1, ALTERNATIVE ROUTE SCHEDULE:

Schedule: Trash service on **Alternative Day(s)** than existing schedule with recycling and compost collected in alternating weeks on the same day as trash pickup.

Price shall include the first bi-weekly **recycling** and **composting** bin of any size up to 96 gallons.

32-Gallon weekly trash with biweekly recycle and compost service \$ N/A per month

Unit Pricing Additional Individual Carts only after Base Bid Service:

Additional 32-Gallon increment for weekly trash only bin \$ N/A per month

- City will charge full price of additional trash bin increment, contractor shall only charge City cost of additional trash bin increment.

Additional 32-Gallon increment for bi-weekly recyclable only bin \$ N/A per month

Additional 32-Gallon increment for bi-weekly compost only bin \$ N/A per month

Trash Prepaid sticker per 32-gallon bag \$ N/A each

100% Increment per 32 gallon unit increase per service category for 64-Gallon and 96-Gallon bins.

EXHIBIT A
Price Sheet - 5 Year Contract Term (Annually Renewable)
Residential Collection Services

3.1.3 ALTERNATE BID ITEM #2, WEEKLY RECYCLING:

Schedule: Recycling collection weekly on the same day as trash collection.

Price shall include the first weekly **recycling** bin of any size up to 96 gallons.

- (a) 32-Gallon weekly recycling collection on same day as trash collection \$ 2.58 per month **added to 3.1.1 or 3.1.2 base service cost.**
- (b) 32-Gallon weekly recycling and compost collection on same day as trash collection \$ N/A per month **added to 3.1.1 or 3.1.2 base service cost in conjunction with selection of 3.1.4.**

Unit Pricing Additional Individual Carts only after Base Bid Service:

Additional 32-Gallon increment for weekly recyclable only bin \$ 3.50 per month

Please note if selection of 3.1.4, Weekly Composting, impacts pricing of 3.1.3, Weekly Recycling. If so, please provide a second set of costs as 3.1.3(b) to show the costs associated with selection of 3.1.4. If there is no cost impact in this scenario, please mark (b) as "NA".

3.1.4 ALTERNATE BID ITEM #3, WEEKLY COMPOSTING:

Schedule: Compost collection weekly on the same day as trash collection.

Price shall include the first weekly **composting** bin of any size up to 96 gallons.

- (a) 32-Gallon weekly composting collection on same day as trash collection \$ 3.50 per month **added to 3.1.1 or 3.1.2 base service cost.**
- (b) 32-Gallon weekly composting and recycling collection on same day as trash collection \$ N/A per month **added to 3.1.1 or 3.1.2 base service cost in conjunction with selection of 3.1.3.**

Unit Pricing Additional Individual Carts only after Base Bid Service:

Additional 32-Gallon increment for weekly recyclable only bin \$ 3.50 per month

Please note if selection of 3.1.3, Weekly Recycling, impacts pricing of 3.1.4, Weekly Composting. If so, please provide a second set of costs as 3.1.4(b) to show the costs associated with selection of 3.1.3. If there is no cost impact in this scenario, please mark (b) as "NA".

EXHIBIT A
Price Sheet - 5 Year Contract Term (Annually Renewable)
Residential Collection Services

3.1.5 ALTERNATE BID ITEM #4, GREENHOUSE GAS REDUCTION:

Equipment: All electric trash, recycling, and compost collection equipment.

Unit Pricing for Electric Vehicles:

- (a) Weekly trash with bi-weekly recycle and compost service \$ 3.92 per month added to 3.1.1 or 3.1.2 base service.
- (b) Weekly trash with weekly recycle and bi-weekly compost service \$ 5.24 per month added to 3.1.1 or 3.1.2 base service.
- (c) Weekly trash with bi-weekly recycle and weekly compost service \$ 5.24 per month added to 3.1.1 or 3.1.2 base service.
- (d) Weekly trash with weekly recycle and weekly compost service \$ 6.55 per month added to 3.1.1 or 3.1.2 base service.

Pricing item (a) above is for three (3) EV vehicles which is the current count of trucks to provide the base level of service. Items (b)(c) show pricing for 4 trucks, item (d) 5 trucks

Unit Pricing for Annual Greenhouse Gas Offset:

- (a) Weekly trash with bi-weekly recycle and compost service \$ 0.09 per month per bill added to 3.1.1 or 3.1.2 base service.
- (b) Weekly trash with weekly recycle and bi-weekly compost service \$ 0.12 per month per bill added to 3.1.1 or 3.1.2 base service.
- (c) Weekly trash with bi-weekly recycle and weekly compost service \$ 0.12 per month per bill added to 3.1.1 or 3.1.2 base service.
- (d) Weekly trash with weekly recycle and weekly compost service \$ 0.15 per month per bill added to 3.1.1 or 3.1.2 base service.

Annual Greenhouse Gas Offset Pricing provided represents offset of (Check One):

Offsets can change based on Excel Energy carbon offset program.

Estimated Electric Vehicle Charging Emissions GHG Offset _____

OR

Estimated Clean Natural Gas Vehicle Emissions GHG Offset Included

Proposal shall outline types and number of vehicles, calculations that support estimated GHG emission offsets and pricing as well as verifiable GHG offset method to be approved.

Baseline electric vehicle charging GHG offset should assume 40% of energy utilized is renewable and 60% is required to be offset. City and Contractor may review Xcel Energy blend and GHG offset costs annually to determine if Unit Pricing for Annual Greenhouse Gas Offset costs should be modified.

Exhibit A

Price Sheet – 5 Year Contract Term (Annually Renewable) *Residential Collection Services*

3.1.6 ALTERNATE BID ITEM #6 – Subscription Weekly Recycling

Schedule: Recycling collection weekly (may not be same day as trash)

Pricing for Subscription Weekly Recycling:

- (a) **\$8.00** per month added to **3.1.1** base service cost. Fee not subject to a multiplier, cost is for increased collection frequency. Fee applies to any Recycle Cart size resident has selected.

3.1.7 ALTERNATE BID ITEM #7 – Subscription Weekly Composting

Schedule: Compost collection weekly (may not be same day as trash)

Pricing for Subscription Weekly Composting:

- (b) **\$8.00** per month added to **3.1.1** base service cost. Fee not subject to a multiplier, cost is for increased collection frequency. Fee applies to any Compost Cart size resident has selected.

**The \$8.00 monthly fee for weekly subscription service applies to each individual waste stream. At total monthly fee increase of \$16 if weekly subscription services for both Recycle and Compost are selected. **

EXHIBIT A
Price Sheet - 5 Year Contract Term (Annually Renewable)
Residential Collection Services

3.2 ADDITIONAL SERVICES:

Bulky Items

First bulky item in each calendar quarter is free. Yes Acknowledged

Contractor Bulky Item List of Costs and Exclusions as "Exhibit C" Yes Acknowledged

City Facilities

City Facility Bid Tab "Exhibit D"

Individual Based Subscription

The following services will be offered to Louisville customers on an individual basis. They will be added to the appropriate addresses in the billing transmitted to the city at month end.

Drive-In Service⁽¹⁾ \$ 10.50 per month
Roll-Out Service⁽¹⁾ \$ 10.50 per month

⁽¹⁾Any residents who need this service due to a documentable handicap will receive this service at no charge.

3.4 COLLECTION CARTS:

Three free cart size changes or replacements per year per account Yes Acknowledged

Additional cart size changes or replacements \$ 17.50 each

Electric Vehicles - Republic Services

Petrovich, Mark <MPetrovich@republicservices.com>

Tue 2/27/2024 11:33 AM

To: Kurt Kowar <kurtk@Louisvilleco.gov>

Kurt,

The way we currently have the model set up is each vehicle is \$1.31/mo per customer. A total of \$3.93 for the three (3) EV. The fourth vehicle will also be \$1.31, for a total of \$5.24/mo per home. Also, the carbon offset for (4) EV is \$0.12 (0.03 per truck). A total charge of \$5.36. One topic we would want to put into a new contract is, Republic will actively pursue interested adopters of EV in other cities and any additional partners we get, we can offset Louisville's monthly EV cost by the usage of the vehicles by another city. If we can get the Louisville EV trucks working in another city on Monday's, that could offset 20% of the \$1.31 per vehicle. Pricing would be adjusted as additional partners came on board.

Again, call me with any questions or clarifications Kurt.

Mark Petrovich
Republic Services
Municipal Services Manager
mpetrovich@republicservices.com
Cell: 720-841-3150



Sustainability in Action

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Republic Services Response to Subscription Services- Recycle and Compost

Petrovich, Mark <MPetrovich@republicservices.com>

Mon 2/26/2024 9:02 PM

To: Kurt Kowar <kurtk@Louisvilleco.gov>

Kurt,

In response to your questions earlier today. Republic Services will be able to offer Weekly Compost and/or Weekly Recycle services for Louisville residents. We are looking at different ways to structure the services and a lot of that will depend on the demand. That is something that can get into detail in contract negotiations.

The price for weekly service will be an additional \$8/month for each waste stream. It is not part of the multiplier because it is just an additional service on their existing compost/recycle cart. A customer does NOT need to be in the largest cart size in order to go to weekly service. They may be happy with their cart size, just want weekly compost, for example, due to the smell factor.

If a resident wants to get an additional compost/recycle cart, then they must be in the largest size first, then they can select their additional cart size which follows a base rate and multiplier process. Additional carts are an additional fee as you know based on the original bid documents.

I hope this gives you the information you need to get all your documents together for Tuesday. If not, please call me, happy to get whatever else you may need. Thanks Kurt, have a nice evening.

Mark Petrovich
Republic Services
Municipal Services Manager
mpetrovich@republicservices.com
Cell: 720-841-3150



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City Facilities Pricing Sheet

Trash		Pricing
container	freq	Monthly Pricing
96g	1x per week	\$15.00
96g	2x per week	\$30.00
2-96g	2x per week	\$60.00
2cy	1x per week	\$70.00
2cy	2x per week	\$130.00
3cy	1x per week	\$75.00
3cy	2x per week	\$145.00
2-3cy	2x per week	\$270.00
6cy	1x per week	\$90.00
6cy	2x per week	\$180.00
6cy	3x per week	\$250.00
6cy	5x per week	\$415.00
20cy	on call	\$350/each
30cy w/no pickup	on call	\$350/each
30cy	on call	\$350/each

Recycle		Pricing
container	freq	Monthly Pricing
32g	1x per week	\$7.00
64g	1x per week	\$14.00
96g	1x per week	\$21.00
96g	2x per week	\$42.00
2cy	1x per week	\$85.00
2cy	2x per week	\$170.00
3cy	1x per week	\$90.00
3cy	2x per week	\$180.00

Compost		Pricing
container	freq	Monthly Pricing
32g	1x per week	\$8.50
64g	1x per week	\$17.00
96g	1x per week	\$25.50
2-96	1x per week	\$51.00
2-96	2x per week	\$102.00
2cy	1x per week	\$110.00
2cy	2x per week	\$220.00

96 g = .5 cuyd

EXHIBIT "B"

Bulky Item Price List

Residential Collections Service

Bulky Items pickup must be called into Republic Services and scheduled in advance and will be routed for collection and may not be on the same day customer's trash is collected.

Bulky Items must be prepaid prior to scheduling for service.

Customers will be notified what day to have customer's items out for collection.

Bulky Items Pricing

Item	Louisville
BBQ Grill	\$25.00
Branches or Wood (bundled) Per bundle	\$25.00
Carpet Bundled (per roll)	\$25.00
Chair	\$25.00
Coffee Table (small)	\$25.00
Construction Material (limit is 1 container/bundle)	\$25.00
Desk	\$25.00
Door	\$25.00
Dresser Large (5 or more drawers)	\$25.00
End Table	\$25.00
Garage Door (4'per Section)	\$25.00
Hot Water Heater	\$25.00
Love Seat	\$25.00
Microwave (Portable/non-mounted only)	\$25.00
Recliner	\$25.00
Sink (porcelain only)	\$25.00
Sofa	\$25.00
Couch (sectional per piece)	\$25.00
Toilets	\$25.00
Tables	\$25.00
Bikes	\$25.00
Mattress/Box spring (per piece)	\$35.00
Dishwasher	\$35.00
Appliances (Non-Freon Containing)	\$35.00

EXHIBIT "C"
Form of Notice to Proceed

DATED: June 18th, 2024

To: Republic Services

Re: Notice to Proceed with Commencement of Residential Trash
Single-Stream Recycling and Compostables Collection Services

Contractor:

This shall serve as your notice to proceed with commencement of residential refuse, single-stream recycling and compostables collection services for the City of Louisville pursuant to that certain Agreement for Residential Trash and Recycling Collection Services Agreement entered into effective _____, 202__.

As required by Section 20 of the Agreement, you are to begin implementation within 30 days of the date of this Notice to Proceed. As further required by Section 20, you must provide to the City, in writing and within 30 days of the date of this Notice, specific key milestone dates to achieve services commencing on the week of September 2nd, 2024, which specific date shall be the "Initial Service Date". All services required under the Agreement shall be started on the Initial Service Date, and performed in strict accordance with the Agreement.

You are to execute and return two signed originals of this Notice to Proceed to evidence your receipt of same and to indicate the Initial Service Date.

City of Louisville, Colorado

By: _____
Title: _____

ACKNOWLEDGEMENT:

The Contractor hereby acknowledges receipt of the Notice to Proceed and hereby sets the following as the specific date for commencement of all services under the Agreement:

INITIAL SERVICE DATE: _____, 2024

CONTRACTOR:

By: _____
Title: _____
Date: _____