

ADAMS COUNTY, COLORADO
SECOND AMENDMENT FOR
LANDFILL SERVICES

THIS SECOND AMENDMENT TO SERVICE AGREEMENT ("Second Amendment") is entered into this 10th day of December, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South County Adams Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and Allied Waste Services, located at 8480 Tower Road, Commerce City, Colorado 80022, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, on May 12, 2014, the County entered into a Service Agreement with Allied Waste Services; and,

WHEREAS; on June 26, 2015, the County and the Contractor mutually agreed to amend the Service Agreement to extend through June 25, 2016; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to extend the term from June 26, 2016 through June 25, 2017.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:


1. The Service Agreement is hereby amended to extend the term of the Agreement for one additional year.
2. The fee schedule will remain at the same at thirteen dollars and fifty cents (\$13.50) per ton.
3. The Service Agreement and this Second Amendment contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by this Second Amendment shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Second Amendment, the terms, conditions, and provisions of this Second Amendment shall control.

4. The Recitals contained in this Second Amendment are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.

5. This Second Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this Second Amendment is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Second Amendment or any terms, conditions, or provisions hereof. All terms, conditions, and provisions in this Second Amendment by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.
7. If any provision of this Second Amendment is determined to be unenforceable or invalid for any reason, the remainder of the Second Amendment shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Second Amendment, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

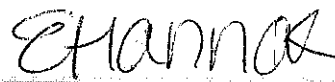
TODD LEOPOLD
 COUNTY MANAGER
 ADAMS COUNTY, COLORADO


 Signature

12/06/16
 Date

ATTEST:
 STAN MARTIN
 CLERK AND RECORDER

APPROVED AS TO FORM:


 Deputy Clerk


 Adams County Attorney's Office

ALLIED WASTE SERVICES

Steve Derus G.M.
 Printed Name and Title

12/1/16
 Date


 Signature

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et. seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Allied Waste Services
Company Name

12/1/16
Date

Steve Darius
Name (Print or Type)

[Signature]
Signature

General Manager
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Landfill Services

VENDOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

thirteen dollars and fifty cents Per Ton \$ 13.50 Per ton
Written Amount Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # #1 Addenda # _____
If None, Please write NONE.

<u>Republic Services/Allied Waste</u>	<u>2/24/14</u>
Company Name	Date
<u>8480 Tower Road</u>	<u>[Signature]</u>
Address	Signature
<u>Commerce City, CO 80022</u>	<u>Steve Hizel</u>
City, State, Zip Code	Printed Name
<u>Adams</u>	<u>General Manager</u>
County	Title
<u>303-459-0740</u>	<u>480-718-4141</u>
Telephone	Fax
<u>hizel s @ republicservices.com</u>	
E-mail Address	



February 24, 2014

Thank you for this opportunity to present information and pricing for the Landfill Services 2014.026 on behalf of Adams County. We will perform 100% of this work and none will be subcontracted. We have outlined a few key points that we feel will showcase our strengths. We look forward to a successful partnership with you, and truly appreciate your business.

- Allied Waste Systems of Colorado, LLC (Republic Services) owns and operates two Subtitle Class D Landfills in Colorado and convenient to Adams County. We are proposing Tower Landfill Facility for this RFP, which is located in Adams County. However, either location may be utilized by Adams County:

Tower Landfill
8480 Tower Road
Commerce City, CO 80022
303-459-8740

Foothills Landfill
8900 Highway 93
Golden, CO 80403
303-277-1119

- We have extensive experience handling Municipal Solid Waste (MSW) and Construction and Demo Debris (C&D) as well as many other types of non-hazardous Wastestreams. Each driver will receive a signed weight ticket reflecting the date, time, and tonnage of material that was transported for disposal at our facility.
- The working face at both landfills are less than 1 mile from the entrance allowing a faster turn around time for your drivers. Disposal times at our Tower facility have been averaging 9-12 minutes from entrance to exit. Foothills has been averaging 7-9 minutes.
- All internal roads are constructed with pavement and/or rock making the roads accessible in the event of inclement weather.
- Tower Road is open 24 hours a day, M-F. Tower closes at 3pm on Saturday and reopens on Monday at 5 am. Foothills is open M-F from 6-4:30 and 7-3 on Saturdays.
- There are approximately 37 years of life expectancy left at our Tower Landfill location, with no plans to ever move the landfills location.
- This material will be \$13.50/ton "all-in" (see Vendor's Statement)

Please do not hesitate to contact us if you have any questions or require additional information. Thank you for this opportunity to bid.

Very truly yours,

Steven Hize
General Manager, Post-Collections
Allied Waste Systems of Colorado, LLC / Republic Services
hize1@republicservices.com
303-589-9228