

# INTEROFFICE MEMO

## OFFICE OF THE CITY ATTORNEY

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TO: Honorable Mayor and  
Members of City Council

DATE: October 14, 2019

FROM: R. Joel Stern  
City Attorney

SUBJECT: AGREEMENT FOR SOLID WASTE COLLECTION

On June 10, 2019, the city publicly announced a request for proposals (“RFPs”) for solid waste, recycling and disposal services. After this process was concluded, on September 3, 2019, the council selected Allied Waste Transportation, Inc., *dba* Republic Services, Inc. (hereinafter “Republic”) to provide solid waste and recycling services to the residents of Apache Junction. Since then, city staff and Republic have reached an agreement (*see* attached hereto) and below are the more significantly negotiated items:

Pages 1 – 2, § 3 Contract Terms: The initial term is eight years from March 2, 2020 through February 28, 2028, with the possibility of having two additional one year extensions, making the total term ten years.

Page 2, § 5 Ownership of Waste Material: The city will not be the owner of any hazardous, radioactive, medical or other regulated waste.

Page 2, § 6 Right of Refusal: Republic has the right to refuse pick up of any unacceptable waste discovered prior to pick up. If unacceptable waste is discovered after pick up, Republic will dispose of it properly and may charge the depositor for any costs incurred. The city may assist Republic in identifying who generated the unacceptable waste.

Page 2, § 7 Damage to Pavement: Republic will only be responsible for damage to city streets due to intentional, reckless and/or negligent actions.

Page 2, § 8 Specifications for all Recyclable Material: City will assist Republic in providing educational information to residents regarding which materials are acceptable for recycling purposes.

Pages 2 - 3, § 9 Changes in Market Conditions: Based on market conditions Republic and City may redefine what materials are considered acceptable or unacceptable recyclable materials or suspend or discontinue recycling services.

Page 3, § 10 Adjustments: Prices for solid waste collection shall increase annually as set according to the Consumer Price Index for All Urban Consumers

(water, sewer and trash collection services) U.S. city average, as published by United States Department of Labor, Bureau of Statistics for the most recent twelve month period.

Page 3, § 11 Seasonal Suspension of Service: Republic will offer vacation holds for residents for a period up to six months at no extra charge.

Page 11, § 34 Administrative Fee: Each quarter Republic will pay the City a fee, equal to 8% of revenues received by Republic. City will be able to review and possibly increase this fee amount every two years.

The insurance, taxes, business license, termination, indemnification, force majeure, successors and assigns, governing law, severability, conflicts of interest and other standard contractual provisions are also included in this agreement.

The city manager has recommended this matter be placed on the November 5<sup>th</sup> agenda for approval.



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R. Joel Stern  
City Attorney

Attachment

**AGREEMENT FOR SOLID WASTE, RECYCLING AND DISPOSAL COLLECTION  
BETWEEN THE CITY OF APACHE JUNCTION AND ALLIED WASTE  
TRANSPORTATION, INC. DBA REPUBLIC SERVICES.**

THIS AGREEMENT made and entered into by and between the CITY OF APACHE JUNCTION ("City"), an Arizona municipal corporation, and ALLIED WASTE TRANSPORTATION, INC. dba REPUBLIC SERVICES. a Delaware corporation ("Contractor"), who shall be collectively referred to as the "Parties", or individually as a "Party".

**RECITALS**

A. Contractor has responded to City's request for proposal (the "RFP" and response both being considered the "Contract Documents") via RFP No. PW2019-41, in which Contractor asserts its willingness, ability and qualifications to provide this work and service (hereinafter referred to as the "Work").

B. City and Contractor desire to set forth herein their respective responsibilities and the manner and terms upon which Contractor shall render the Work.

C. City has complied with the public bidding requirements under Arizona Revised Statutes Title 34 and Apache Junction City Code, Vol. I, Chapter 3: Administration, Article 3-7: Procurement Procedures.

**AGREEMENT**

NOW, THEREFORE, City retains Contractor to perform, and Contractor agrees to render the services in accordance with the terms and conditions set forth as follows:

1. **PROJECT DESCRIPTION:** Contractor shall do and perform or cause to be done and performed in a good workmanlike manner, the Work in accordance with the Contract Documents as fully described in the Notice Inviting Bid Proposals for Project No. RFP No. PW2019-41 which includes all required specifications.

2. **PRICES:** Prices shall be governed under Exhibit A for the performance of the Work under the contract documents.

3. **CONTRACT TERM:** The Term of this Agreement shall be performed from March 2, 2020 through February 28, 2028. The Agreement will be renewed automatically and continuously for two (2) successive periods of one (1) year unless City or Contractor gives sixty (60) days advance written notice declining such extension. The total length of the contract shall not exceed ten (10) years. This provision does not limit the liability of Contractor for actual damages sustained by City as a result of any breach of contract or warranty by the

Contractor. Renewals shall only be allowed as mutually agreed upon in writing by the Parties.

4. **LABOR AND MATERIALS:** Unless otherwise provided in the contract documents, Contractor shall provide, pay and insure under the requisite laws and regulations for all labor, materials, equipment, tools and machinery, utilities, transportation, other facilities and services necessary for the proper execution and completion of the Work whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

5. **OWNERSHIP OF WASTE MATERIAL:** Ownership to solid waste and recyclable materials shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any hazardous waste, radioactive waste, medical waste, or any other regulated waste shall at no time pass to Contractor or City.

6. **RIGHT OF REFUSAL:** If unacceptable waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire pick-up that contains such waste. In such situations, Contractor shall contact the depositor or generator of such unacceptable waste. In the event unacceptable waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such unacceptable waste at a facility authorized to accept such unacceptable waste in accordance with applicable law and charge the depositor or generator of such unacceptable waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such unacceptable waste. The City may assist Contractor in determining the identity of the depositor or generator of the unacceptable waste.

7. **DAMAGE TO PAVEMENT:** Contractor shall not be responsible for any damage to City's pavement, curbing or other driving surfaces resulting from Contractor's providing service to City or residents, except to the extent caused by Contractor's intentional/reckless/negligent actions.

8. **SPECIFICATIONS FOR ALL RECYCLABLE MATERIAL:** Recyclable material shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination. City will assist Contractor in providing public education on recyclable materials to City residents.

9. **CHANGES IN MARKET CONDITIONS:** If market conditions improve to a mutually agreed upon level, the City and Contractor agree to meet in good faith to determine any necessary update on the rate for recycling services. However, if market conditions develop that limit or inhibit Contractor or the third party processor from selling some or all of the recyclable material, Contractor may at its option and upon submittal of a written request to City: (i) redefine what is

acceptable and unacceptable recyclable material; (ii) suspend or discontinue any or all recycling services; or (iii) dispose of the acceptable recyclable material in a landfill and update the pricing to City accordingly. Any such actions, if taken, shall be mutually agreed upon by City and Contractor and may be reversed or further changed as market conditions dictate.

10. **ADJUSTMENTS**: Contractor shall increase the rates for all Services, as set forth in Exhibit A, effective on each anniversary of the date Services begin under this Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.

11. **SEASONAL SUSPENSION OF SERVICE**: Contractor shall offer a suspension of service to any of City's residents or part time residents for up to six (6) months at the residents' request for no charge. A city resident can begin services at any time during this six (6) month hold period.

12. **TAXES**: Contractor shall pay all license, sales, consumer, use and other similar taxes for the Work or portions thereof provided by Contractor which are legally enacted at the time bids are received whether or not yet effective or subsequently applicable due to acts of jurisdictions or bodies other than City.

13. **PERMITS & FEES**: Unless otherwise provided in the Contract Documents, Contractor shall secure and pay for all permits, government fees, licenses and inspections necessary for the proper execution and completion of Work which are customarily secured after execution of the contract and which are legally required. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. City permits for this Work will be provided to Contractor at no cost. Contractor represents and warrants that any license necessary to perform the Work under this Agreement is current and valid. Contractor understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Contractor agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement and after termination of this Agreement any time Work is performed pursuant to the warranty provisions set forth in Section 6. Contractor also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a transaction privilege license and/or other licenses as may be required by the city code. Any activity by subcontractors within the corporate city limits will invoke the same licensing regulations on any subcontractors, and Contractor ensures its subcontractors will obtain any and all applicable licenses. Further, Contractor agrees to pay all applicable privilege and use taxes that are



applicable to the activities, products and services provided under this Agreement.

14. **INDEPENDENT CONTRACTOR:** Contractor shall at all times during Contractor's performance of the services retain Contractor's status as an independent Contractor. Contractor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes, or provide workers compensation or unemployment insurance for or on behalf of them or Contractor. Contractor shall supervise and direct the delivery of the materials using its best skill and attention. Except as provided in this Agreement, Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures, and for coordinating all portions of the work required by the contract documents. Contractor shall be responsible to City for the acts and omissions of its employees.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including reasonable attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the intentional/reckless/negligent acts, errors, mistakes, omissions, Work or services of Contractor, its agents, employees, or any tier of Contractor's subcontractors in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify City, its special districts, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Contractor's intentional/reckless/negligent acts, errors, mistakes, omissions, Work or services in the performance of this Agreement including any employee of Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Contractor may be legally liable.

16. **ENFORCED DELAYS (FORCE MAJEURE):** Neither City nor Contractor, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar

occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Project. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subcontractors, vendors or investors desired by Contractor in connection with the Project. Contractor agrees that Contractor alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

17. **GOVERNING LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either Party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either Party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.

18. **INSURANCE:** Contractor, at its own expense, shall purchase and maintain the minimum insurance and other additional requirements set forth herein.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City constitute a material breach of this Agreement.

Contractor's insurance shall be primary insurance as respect to City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers Compensation, shall contain waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or services.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and City, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of City's right to insist on strict fulfillment of Contractor's obligations under this Agreement.

The insurance policies, except Workers Compensation, required by this Agreement, shall name City, its agent, officers, officials and employees as additional insured parties.

#### **REQUIRED COVERAGE**

##### **Commercial General Liability**

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011-93 or any replacement thereof. In addition, automobile liability coverage of at least \$1 million per occurrence or a combined single limit of at least \$1,000,000 is required. The auto liability policy should contain endorsements for hired autos, non-owned autos and scheduled vehicles, as applicable to the Contractor's business.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.



The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office Inc.'s Additional Insured, Form CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

If required by this Agreement, if Contractor sublets any part of the work, services or operations, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, City and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Contractor's General Liability insurance.

#### **Workers Compensation (Not Applicable to Sole Proprietorships)**

Contractor shall carry Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, Contractor will require subcontractor to provide Workers Compensation and Employer's Liability to at least the same extent as required of Contractor.

#### **CERTIFICATE OF INSURANCE**

Prior to commencing work or services under this Agreement, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by Agreement, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance, to be filed with the City Clerk of City.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date. All Certificates of Insurance shall be identified with bid serial number and title.

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

19. **SUCCESSORS/NO ASSIGNMENT PERMITTED:** City and Contractor each bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, whose consent will not be unreasonably withheld, nor shall Contractor assign any monies due or to become due to or to become due to it without the previous written consent of City.

20. **WRITTEN NOTICE:** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity, or to an office of the corporation for whom it was intended or if delivered at or sent registered or certified mail, return receipt requested, and first class postage prepaid to the last business address known to them who gives the notice.

If to City:                      Public Works Department  
   c/o Heather Hodgman  
   575 E Baseline Avenue  
   Apache Junction, AZ 85119

And to:                              City Attorney  
   c/o Richard J. Stern  
   300 E Superstition Blvd  
   Apache Junction, AZ 85119

If to Consultant:              Republic Services  
   c/o Stephen Herring  
   3046 North Maple  
   Mesa, AZ 85215

21. **SAFETY:** Contractor and/or its subcontractors shall be solely responsible for job safety at all times.

22. **RIGHTS & REMEDIES:** The duties and obligations imposed by the contract documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any action or failure to act constitute an approval of or an acquiescence to any breaches hereunder except as may be specifically agreed to in writing.

23. **TERMINATION OF CONTRACTOR:** Early termination of contract is permitted at the discretion of Contractor, however, where such discretion is

exercised, liquidated damages will be due to the City in the sum of 5% of the contract amount for the ten (10) year period had the contract been performed for the full ten (10) year term. The Parties stipulate that this amount is a reasonable amount that accurately reflects the monetary impact the City will experience due to early termination. Further, this amount shall be secured by a letter of credit at a local Apache Junction branch bank upon execution of this Agreement, with the content of the letter of credit first being approved by the city attorney. Contractor shall serve Notice of Early Termination of Contract to City by first class certified U.S. mail one hundred and eighty (180) calendar days before such termination takes effect.

24. **TERMINATION BY CITY:** If Contractor is adjudged bankrupt or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in case for which extension of time is provided to supply enough properly skilled works or proper materials or labor or persistently disregards laws, ordinance, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of a provision of the contract documents, City upon certification by the Director of Public Works that sufficient cause exists to justify such action may without prejudice to any right or remedy and after giving the Contractor and its surety if any, ten (10) calendar days written notice, terminate this contract and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, Contractor shall pay the difference to City. The amount to be paid to Contractor or to City as the case may be, shall be certified by the City's Director of Public Works and this obligation for payment shall survive the termination of this contract.

25. **APPEALS:** All contractual grievances shall be submitted in writing to City Manager within five (5) calendar days after the difference of opinion or grievance occurs relating to any of the provisions of the terms of this Agreement. Within five (5) calendar days of receiving a written grievance, the City Manager shall respond in writing to the company. The City Manager's decision shall be final and binding.

26. **RECORDS:** Records of Contractor's labor, payroll and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Contractor shall maintain records for a period of at least three (3) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

27. **AMENDMENT:** It is mutually understood and agreed that no alteration or

variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that oral understandings or agreements not incorporated herein shall not be binding on the parties.

28. **ENTIRE AGREEMENT:** This Agreement and any attachments represent the entire agreement between City and Contractor and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

29. **SEVERABILITY:** City and Contractor each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

30. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

31. **CONFLICT OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

32. **PROHIBITION TO CONTRACT WITH CONTRACTORS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with Contractors who engage in boycotts of the State of Israel. Should Contractor under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Contractor to monetary damages, including but not limited to, consequential and liquidated damages.



33. **COMPLIANCE WITH FEDERAL AND STATE LAWS:** Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor will verify the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Contractor shall not be deemed in material breach of this Agreement if Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under this Agreement to ensure that Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

34. **ADMINISTRATIVE FEE.** On a quarterly basis, Contractor shall pay the City for oversight of this Agreement a fee, equal to 8% of revenues received by Contractor for services provided hereunder. City shall have the option to review the fee amount with Contractor for an increase every two (2) years of the Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized representative as of this 7<sup>th</sup> day of October, 2019.

**CONTRACTOR:**

ALLIED WASTE TRANSPORTATION, INC  
dba REPUBLIC SERVICES,  
a Delaware corporation:



By:   
Title: Vice President

CITY:

**CITY OF APACHE JUNCTION**, an Arizona  
municipal corporation:

By: Jeff Serdy  
Title: Mayor

**ATTEST:**

\_\_\_\_\_  
**Jennifer Peña**  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Richard J. Stern**  
City Attorney

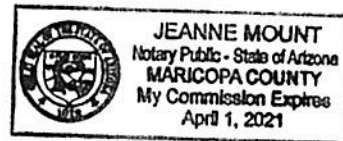
STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

The foregoing was subscribed and sworn to before me this 7<sup>th</sup>  
day of October, 2019, by Tim Adams Vice President of  
Allied Waste Transportation, Inc. dba Republic Services a Delaware  
corporation.

Jeanne Mount  
Notary Public

My Commission Expires:

April 1, 2021



STATE OF ARIZONA )  
 ) ss.  
COUNTY OF PINAL )

The foregoing was subscribed and sworn before me this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by Jeff Serdy, as Mayor of the City of Apache  
Junction, Arizona, an Arizona municipal corporation.

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

My Commission Expires:

\_\_\_\_\_

Exhibit A

**COST PROPOSAL  
PROJECT NO. PW2019-41**

**STANDARD SERVICE**

	DESCRIPTION OF SERVICES	QUANTIT Y	TOTAL COST
1	Solid Waste Pick Up Only - NOT Recycling	Twice Weekly	\$9.92 w/o Admin \$10.71 w/ Admin
2	Bulk Trash	Once a Month	Included
3	New 96 Gallon Solid Waste Container	Each	Included

**ADDITIONAL SERVICES**

	DESCRIPTION OF SERVICES	QUANTIT Y	TOTAL COST
1	Additional 96 Gallon Receptacles	Each	\$5.31
2	Receptacle Repair Services	Each	\$0.00
3	Replacement Receptacle	Each	\$0.00
4	2 Yard Dumpster	Delivery	\$50.00
		Service Removal	\$8.00/lift \$50.00
5	4 Yard Dumpster	Delivery	\$50.00
		Service Removal	\$16.00/lift \$50.00

6	6 Yard Dumpster	Delivery	\$50.00
		Service Removal	\$24.00/lift \$50.00
7	20 Yard Dumpster	Delivery	\$75.00
		Service Removal	\$225 \$75
8	Residential Drop off Service	Rate per Ton	\$10.00 less than 600 lbs \$43.94 per ton

#### ADDITIONAL SERVICE ALTERNATIVES

	DESCRIPTION OF SERVICES	QUANTIT Y	TOTAL COST
1	Additional Curbside Bulk Trash and Recycling pickup by appointment only	Each	\$50.00
2	Solid Waste Pick up (2 times a week) WITH Recycling (1 time a week)	Weekly	\$18.71
3	Annual Christmas Tree Curbside Pickup	Once a Year	\$7.00