

Contractor Service Agreement 5091-22-DH

This Agreement is made between The City of Grand Junction ("Client") with a principal place of business at 250 North 5th Street, Grand Junction, CO 81501 and The Ground Up ("Contractor"), with a principal place of business at 421 Capitol Street, Eagle, CO 81631.

This agreement shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

1. Services to Be Performed

Contractor agrees to perform the services described in Exhibit A, Scope of Work for Phase I of the *City of Grand Junction Pilot Compost Collection Consulting Proposal*, which is attached to this Agreement.

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor a rate of \$75/ hour. A monthly retainer of \$2000 shall be paid at the beginning of each month to secure funding for travel and overhead expenses incurred during the service period. Travel is calculated at a rate of \$.58 per mile with a \$75 per diem allowance. Invoices will be submitted at the 1st and 15th of each month and will include an invoice number, the dates covered by the invoice, and a summary of the work performed. Client shall pay Contractor in full minus the retainer within 30 days after receipt of each invoice. Failure to remit payment may result in a 1.5% late fee that will be reassessed on a monthly basis until payment is complete. Contractor shall not perform work in excess of \$10,225 total for this phase of the project, as estimated in the Scope of Work, without prior approval from the Client.

3. Vehicles and Equipment

Contractor will furnish all automobiles, vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes and fines, equipment, computer, cell phone, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

- Contractor has the right to perform services for others during the term of this Agreement
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed
- Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement
- Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

6. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

7. Insurance

Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

- Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned, leased, or hired vehicles
- Comprehensive or commercial general liability insurance coverage
- Before commencing any work, Contractor shall provide Client with proof of this insurance and with proof that Client has been made an additional insured under applicable policies

8. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and Social Security taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

9. Workers' Compensation & Unemployment

Client shall not obtain workers' compensation insurance on behalf of Contractor or contract personnel. Client shall make no state or federal unemployment compensation payments on behalf of Contractor or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

10. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement. Client shall indemnify and hold Contractor harmless from any loss or liability arising from performing services under this Agreement.

11. Term of Agreement

This agreement will become effective when signed by both parties. This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification. All outstanding invoices for services performed/work completed shall be paid in full upon termination.

12. Client Public Funds/Non-Appropriation of Funds

Client Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Clients's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

13. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator may be entered in a court within Mesa County, CO. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

14. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential

information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client

15. Proprietary Information.

The product of all work performed under this Agreement ("Work Product"), including all notes, reports, documentation, drawings, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein. All parties own their respective trademarks and intellectual property used in the normal and separate course of their business and agree not to infringe upon or otherwise use each other's respective intellectual property except for in the course of providing Client with its Services. All photographic images and videos or audio recordings made by Contractor during the course of work for the Client will be remitted to the Client but may also be used by the Contractor for marketing and continued education and advancement of the compost industry. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials, and vice versa.

16. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

17. Assignment and Delegation

Either Contractor or Client may assign rights and may delegate duties under this Agreement.

Signatures

Client: Duane Hoff Jr., Contract Administrator - City of Grand Junction

Printed Name DocuSigned by:
Duane Hoff Jr., Contract Administrator - City of Grand Junction
9f789e7050f14bc...
Signature 7/1/2022
Date

Contractor: Shawn Bruckman

Printed Name DocuSigned by:
Shawn Bruckman
728884ACA7E144E...
Signature 7/1/2022
Date 7/1/2022
Taxpayer ID Number

City of Grand Junction Pilot Compost Collection Consulting Proposal

Contractor Business Description

The Ground Up is a soil health and consulting company that is dedicated to promoting healthy communities through education and resource management. Owner and lead consultant, Shawn Bruckman has 14 years of experience composting in the Rocky Mountains and has successfully designed, secured funding for and built a Class III commercial compost facility and its adjoining community programs. She is also a member of the Colorado Compost Council leadership team and an instructor for the US Compost Councils Internationally Recognized Compost Operator Training Course.

Client / Project Location

The City of Grand Junction (GJ) is in Mesa County, located on the western slope of Colorado. Commercial and residential targets of an organic waste collection program within the city are still to be determined.

Background

Mesa County Solid Waste Management is an enterprise zone, controlled by Mesa County government, which includes the Organic Materials Composting Facility. Currently Mesa County accepts yard waste and select agricultural products for composting and residents must drive their refuse to the facility in order to participate in this organics recycling program. Pre- and Post-consumer food waste is not currently accepted at the Mesa compost facility, however there is a compost facility that accepts these feedstocks about 45 miles south of GJ.

According to the Western Colorado Waste Diversion Study, conducted by Souder Miller and Associates in 2018, about 27% of Mesa County's waste is comprised of organic material. About half of that organic waste is food waste and compostable paper, materials that are not accepted at the local facility. The study also shows that Educational Institutions and Hospitality are among the top four waste generating industries in the County.

In February of 2022, GJ purchased the curbside recycling provider that they had been contracting for the last 15 years, Curbside Recycling Indefinitely Inc. (GJ CRI). With over 30 years of experience service the GJ area, CRI in has grown from a pilot program servicing 50 households to a program that provides recycling services to over 6,182 residential curbside and drop-off customers each month.

Project Purpose

GJ would like to explore the possibility of offering a curbside food waste collection option for businesses, schools and residents within its jurisdiction. With the City's recent acquisition of GJ CRI they are perfectly poised to utilize their collection resources to increase waste diversion opportunities for the community. Conversations have already been started with 3XM Grinding and composting to manage the organic waste that will be collected, and with Mesa County Solid Waste Management to store the material and ready for transport.

NOTE: Client (City of Grand Junction) reserves the right to not proceed or implement any phase(s) of this contract that it deems not necessary, required, or desired.

Scope of Work / Deliverables

Phase I \$10,225

Develop the Project Concept

Spring - Summer 2022

- Gather data and interview stakeholders
- Establish curbside compost collection program details

