



Purchasing Division

ADDENDUM NO. 2

DATE: May 8, 2015
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: SOQ-4050-15-DH Mesa County Solid Waste Management Landfill, Waste Transfer Stations, and Compost Operations

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. I would like to request a copy of the contract between Mesa County and the current Landfill Operator.
A. See attached copy of original contract and amendments.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", is written over a white background.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

MESA COUNTY AGREEMENT

#MCA 95-68

OPERATION OF MESA COUNTY
LANDFILL AND TRANSFER
STATION SYSTEM

Job # 13500

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MESA COUNTY AGREEMENT #MCA 95.-68

This Contract, entered into this 29th day of August, 1995, by and between Mesa County, Colorado ("County") herein, and Herzog Waste Management, Inc. ("Operator") herein:

In consideration of \$100.00, the receipt and sufficiency whereof is hereby acknowledged by Contractor, the parties agree as follows:

RECITALS

WHEREAS, County seeks an operator (independent contractor) who can provide high quality, safe, cost effective, and efficient solid waste disposal operations, and in a workmanlike manner construct, operate, maintain and manage the Mesa County's Landfill and Transfer Station System; and,

WHEREAS, Operator is desirous of undertaking such work upon the terms and conditions as set forth herein; and

WHEREAS, Operator has represented to County that it has had broad experience in constructing, operating, maintaining and managing landfills; that it is equipped to perform and is knowledgeable in said business and it can perform in an efficient and workmanlike manner.

NOW, THEREFORE, effective upon execution of this agreement by Operator and the Mesa County Board of County Commissioners, Operator shall take the steps necessary to assume responsibility as the operator of Mesa County's landfill and transfer station system on January 1, 1996.

IT IS FURTHER AGREED BY OPERATOR AND COUNTY, that the agreement for the operation of Mesa County's landfill and transfer station system will be as follows:

Section 1.0 Introduction

1.1 Scope of Work. The Operator and the County shall perform their respective tasks as set forth on the attached Exhibit A, incorporated herein by this reference. Exhibit A was developed as a product of County's Request for Proposals for the Operation of the Mesa County Landfill and its Transfer Stations dated October 24, 1994 and addendum thereto, and Operator's Proposal for Operation of Mesa County Landfill and Transfer Stations dated January 13, 1995 and addendum

thereto dated May 12, 1995 and May 24, 1995. The Proposal documents will be consulted for clarification of intent in the event of a dispute in the administration of this agreement.

1.2 Contract Type. According to the terms of this agreement, reimbursements for operational costs and fees to Operator will be made in conformance with a cost including corporate overhead at 6% plus fixed fee with incentives schedule of payments, while reimbursements for special projects will be made according to a cost plus administrative overhead & fee at 20%. The process of these payments is detailed in Section 3 of this agreement.

1.3 Term. The term of this agreement shall be for the useable life of the Mesa County Landfill as defined by the horizontal footprint of its engineered design as of August, 1994 (as the design may be amended), subject to five year renewal terms which shall be automatic unless the Operator or the County notify the other of intent not to renew per the terms and conditions of Section 5. In the event of any non-renewal, such notification shall be made in writing one hundred eighty (180) days prior to the end of any contract period, (July 1, 2000, or July 1, 2005, or July 1, 2010).

1.4 Exclusive Right to Operate. County hereby represents that it has the right to grant, and grants to Operator the exclusive right to operate, maintain and manage the County's landfill and transfer station system (hereinafter referred to as "system") as defined by Exhibit B, incorporated herein by this reference during the term of this agreement. All Operator activities carried out by the Operator within Mesa County's waste management system must be in conformance with the attached Exhibit C, The Engineering Design and Operations Plan for the Mesa County Landfill, Mesa County, Colorado, (incorporated herein by this reference) as it may be amended from time to time by County.

1.5 Material Recovery. This agreement does not convey to Operator any right to salvage (material recovery) operations which could be initiated at a later date.

1.6 Hours of Operation. The County waste management system shall be open to the public according to the schedule provided in attached Exhibit D, incorporated herein by this reference.

All Landfill and transfer station sites will be closed on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve afternoon, Christmas Day and New Year's Day.

During periods of high wind, the Operator may close the Landfill and/or transfer station sites in compliance with regulatory conditions. Upon such unanticipated closure, attempts will be initiated by the Operator to notify the public and commercial haulers.

To minimize problems associated with seasonal periods of high wind, the Operator may modify hours of operation upon approval of the County. Upon such adjustment, the Operator will assume responsibility for notifying the public and commercial haulers of the change and its

duration. Notification shall be accomplished through press releases, public service announcements and/or paid advertisement.

Section 2.0 Contract Administration

2.1 County's Contract Administrator. Upon execution of this agreement the County shall designate a Contract Administrator to administer this agreement. County shall provide notification of any change in Contract Administrator within seven (7) days of any change. Both the original designation and any change will be documented in a letter addressed to the Operator as specified in Section 2.2 of this agreement. All Operator contact, correspondence and reporting with County shall be with the designated Contract Administrator. For the purposes of this agreement, the County's address is: Mesa County Waste Management, P.O. Box 20,000, Grand Junction, CO 81502.

2.2 Operator's Project Manager. Upon execution of this agreement the Operator shall designate a project manager. Operator will submit written notification to the County of any change in the Project Manager and/or Operator's representative administering this agreement. Such notification shall be made within two (2) days of their occurrence. For the purposes of this agreement's contract administration the Operator's address is: Herzog Waste Management, P.O. Box 1255, 600 S. Riverside Road., St. Joseph, Missouri 64502, until otherwise designated in writing.

Section 3.0 Financial Arrangement/Accounting and Reporting

3.1 Capital Investment and Recovery. On, or before January 1, 1996, the Operator shall purchase and install the equipment detailed in attached Exhibit E, incorporated herein by this reference. The Operator shall assume the continued depreciation of its Exhibit E investment as an allowable expense effective January 1, 1996. The Operator's interest equal to one half percent over the prime rate established as of the first day of each month as publicly announced by Chemical Bank, New York on its actual undepreciated Exhibit E investment will be an allowable expense per the terms of this agreement. At any time during the term of this agreement, County reserves the right to buy out Operator's Exhibit E investment at its depreciated value.

In the performance of the work under this agreement, it may be necessary for Operator to invest additional capital in the system in order to maintain an efficient operation in full regulatory compliance. Operator shall make such investment after consulting and obtaining the written approval of County. Once approved and acquired, the item(s) will be added to Exhibit E in providing for the allowance of their depreciation and interest as an allowable expense. Operator shall be paid its 6% corporate overhead and 12% fee on any buy-outs relative to this paragraph.

Once Exhibit E items are fully depreciated, or if they are purchased by the County, County shall assume ownership of the infrastructure item(s).

3.2 Reporting. The Operator will provide the County with reports which accurately depict the waste stream and financial condition of the County's waste management system. The Operator agrees to provide the County with reports in the manner and on the time intervals specified below. The general information to be provided in these reports is detailed in agreement Exhibit F, incorporated herein by this reference.

- (a) The Operator shall report monthly waste volumes on forms supplied by the County. Monthly reports shall be submitted by the twenty-fifth day of each month, or on the first business day following the twenty-fifth, if the twenty-fifth falls on a weekend or holiday. The report shall detail the previous month's waste stream. The first report shall be due on, or before February 25, 1996. The final waste stream report, calculated upon the expiration or termination of this contract, shall be submitted within 45 days following the date of expiration or termination.
- (b) The Operator shall prepare and submit to the County monthly financial reports, by the twenty-fifth day of each month, or on the first business day following the twenty-fifth, if the twenty-fifth falls on a weekend or holiday. The report shall detail financial information from the previous month of operations including year to-date and a budget comparison reports in a form agreeable to the County. The report shall depict actual revenue aged detail, accounts receivable, operating expenses, equipment/vehicle usage, depreciation and payroll through the reporting period. The report will also detail any bad debt associated with revenue. The first report shall be due on, or before February 25, 1996. The final financial report, calculated upon the expiration or termination of this contract, shall be submitted within 45 days following the date of expiration or termination.
- (c) On or before July 1 of each year this agreement is in effect, the Operator shall prepare and submit to the County a report on the depreciated value of all capital investments associated with work undertaken under the terms of this agreement which Operator believes should be added to the approved schedule of allowable depreciation detailed within Exhibit E. The report shall include all capital expenditures which qualify for recapture, their original cost, their date of acquisition and the depreciation rate for each item.
- (d) By July 31 of each year this agreement is in effect, Operator shall provide County with a copy of its or its parent's most recent audited financial statement. The County shall maintain and assure the confidentiality of the statement providing the Operator clearly marks each page of the report as "confidential" prior to submission to the County.
- (e) Operator shall develop and submit, by July 1 of each year this agreement is in effect, a five year projection of budget for review by County. The budget shall provide for 5 years of Target Costs and Fees and Project Costs and Fees for the period starting January 1 of the calendar year following its submission. The fiscal year of this budget will be January 1

through December 31. The budget shall be submitted in the format of Exhibit G, incorporated herein by this reference.

3.3 Budget Submission, Approval or Rejection. Exhibit G constitutes a five year line item budget of proposed Operator expenditures. The budget shall break out (differentiate between) operating and project expenses. Once approved by the County, the budgeted operating expenditures for operations constitute this agreement's "Target Cost." The Target Cost, and their relationship with cost provides the foundation upon which the Operator will receive payment from County in accordance with the cost plus fixed fee with incentive aspects of this agreement. Project expenses will be reimbursed on a cost plus administrative overhead and fee of 20% basis. As the work under this agreement is increased or decreased in succeeding years, or when any equitable adjustment in operating or project expenses are authorized under any subsection of this agreement, Exhibit G shall be amended through and during the contract modification process described in Section 6.24.

County shall review and comment upon the five year projected budget submitted by Operator by August 1 of each year this agreement is in effect. The Operator's budget as submitted for review may be modified by mutual consent of the Operator and County, up to the time of the County's formal approval of the County operating budget for the succeeding year. Pending approval by the County, the first two years of the Operator's submitted budget will supersede previously approved budgets and will be fixed. Thereafter, the approved Operator's budget for operations will become the basis of the target cost and fees. Years three, four and five of the operations and projects budget will be used by Operator and County as a planning tool in coordinating future projects and responsibilities.

It is understood between the parties that Operator shall perform and/or manage the work for which it has budgeted once the County has approved the budget and Exhibit G has been amended.

If the County fails to approve the budget by August 1 of each year, or if the Operator refuses to make modifications requested by County, operations will continue under the most recently approved two year budget (target costs) and target fees. The Operator's refusal to make modifications will constitute a breach of this agreement and the County may terminate the agreement in conformance with Section 5.0.

3.4 Collection of Fees. The Operator shall collect and/or bill for tipping fees in accordance with a Rate and Surcharge schedule established by County. This schedule of tipping fees is attached to this agreement as Exhibit H, incorporated herein by this reference. The Operator shall maintain all necessary account receivable functions in conformance with generally accepted accounting principles. Operator shall maintain the accounts receivable function out of a Grand Junction, Colorado based office location. Each day revenues are received, the Operator shall record and/or reconcile the receipts with their accounts receivable records and make a deposit for landfill receipts into a County controlled bank account. County will provide Operator with information, including the bank and account codes, necessary for Operator to make said deposits. Transfer

station tipping fees and revenue from the sale of recycled materials collected at the transfer stations will be deposited in accordance with a mutually agreeable schedule.

3.5 Credit Extension to Landfill/Transfer Station Users. Operator approved commercial trash haulers with established credit may be allowed to use the waste handling facilities on a thirty-day (30) on credit basis, but will be required to sign a ticket each time a facility is used and meet other requirements established by Operator. Prior to execution of this agreement the Operator shall submit a report stating the Operator's policies regarding the extension of credit. The Operator shall be responsible for the collection of said accounts. The County shall support the Operator in its bad debt collection endeavors to the extent permitted by law.

3.6 Accounts Payable and Payroll. The Operator will maintain their accounting records in conformance with generally accepted accounting principles and in a format compatible with the form of this agreement's approved budget (Exhibit G), the staffing plan attached as Exhibit I, and the schedule of equipment and vehicles attached as Exhibit J, all of which are incorporated herein by this reference.

The Operator shall be paid its actual payroll costs relative to categories on Exhibit I and J, subject to fee adjustments as provided by Section 3.12.

3.7 Allowable Expense for Heavy Equipment and Vehicles. The Operator will utilize heavy equipment and vehicles in accordance with the Equipment Schedule attached as Exhibit J. Exhibit J also lists the hourly rate and/or mileage rate to be utilized for County's reimbursement of Operator. Starting January 1, 1997 and continuing on each January 1st throughout the term of this contract, the hourly rate or mileage rate to be paid Operator will be increased or decreased to reflect the impact of the most recent Boulder-Denver CPI. This increase will be reflected within the annual amendment of Exhibit J. The County shall furnish the equipment described in Exhibit K by the time specified. Other equipment shall be furnished by Operator

3.8 Operator Request for Allowable Expense Reimbursement. On a monthly basis, the County will reimburse the Operator based on Operator's financial report of operations. As a minimum this report will include Operator's accounts payable expenses and personnel records, the schedule of allowable depreciation and a report detailing the hours of heavy equipment usage and vehicle mileage. The first request for reimbursement under the terms of this agreement will be made by Operator on February 25, 1996. This request and its supporting information will reflect expenses accounts payable, depreciation and equipment use through January 31, 1996. The first request for reimbursement to be made by Operator on February 25, 1996, will also include a request for reimbursement for mobilization costs not to exceed \$59,905.00. Operator shall make subsequent requests for reimbursement to County by the twenty-fifth day of the each month, or the first business day following the twenty-fifth, if the twenty-fifth day falls on a weekend or holiday. Each of the subsequent requests for reimbursement will reflect the Operator's accounts payable, payroll, depreciation and equipment usage during the preceding calendar month of system operations. This data will be reported in the format detailed in the appropriate sections of Exhibit F. This form may be modified upon mutual agreement of the County's Contract Administrator and the Operator's Project Manager.

3.9 Payments to Operator. The Operator shall be paid all reasonable costs, plus overhead and fee, for all work performed on behalf of the County pursuant to the terms of this agreement, subject to fee adjustment as provided by Section 3.12.

3.10 Allowable Costs. Allowable costs, operational costs, or allowable expenses as used in this agreement shall be defined as reasonable costs relative to the project. Examples of unreasonable and unallowable costs/expenditures include (by way of example not limitation) political activities, lobbying, entertainment, alcohol and/or parties.

3.11 Reimbursement of Operator for Allowable Costs. County shall make monthly payments to the Operator. Such payments will be made after the County's comparison of expenditures with the terms of this agreement. On the basis of the County's review of expenditures, County shall reimburse the Operator for its allowable expenditures within fifteen days of having received the report detailing the prior calendar month of operations. Any reimbursement request by Operator may be adjusted by the County's Contract Administrator for un-allowable costs, costs not in conformance with the terms of this agreement, and/or prior overpayments or underpayments to the Operator.

3.12 Incentive Fees to be Paid Operator. In addition to reimbursing the Operator for its allowable operating costs, the County shall pay the Operator an incentive fee as provided for in this Subsection. The operating budget submitted to the County by the Operator for use as Exhibit G will include a proposed Target Fee separate and distinct from the Operator's Target Costs. The Target Fee item within each approved operations budget will constitute the Target Fee associated with this agreement. Per the terms of this agreement, the Target Fee to be paid the Operator (by County) will be adjusted by a formula based on the relationship of total allowable costs to budgeted Target Costs. The incentive fee payable under this agreement in any given calendar year shall be the Target Fee, increased by fifty cents for every dollar that the total allowable cost is less than the Target Cost, or decreased by fifty cents for every dollar that the total allowable cost exceeds the Target Cost. In no event shall the incentive fee (the Target Fee plus or minus any incentive) paid by County in any one year be greater than 20 percent or less than 4 percent of the Target Cost specified in the most recently approved operations budget.

Unless adjustments are made in accordance with other sections of this agreement, the County shall pay the Operator 8.33% of the Target Fee, concurrent with the reimbursement of the Operator's allowable cost, from February through November of each year. These payments will reflect a prorated portion of the Operator's incentive fee for landfill operations during the months from January through October.

3.13 Project Costs and Fees. Each budget submitted to County by the Operator will also include a detailed budget of proposed/anticipated project expenses. Beyond the project's budgeted allowable expenses (Project Cost), project budgets will include a Project Fee (above and beyond Project Costs) to be paid Operator by County. The County shall reimburse the Operator for its actual project costs. County shall also pay the Operator an administrative overhead and fee of 20% of the actual project costs.

3.14 Annual Reconciliation of Costs and Fees. During the months of December and January, the County's Contract Administrator shall consider allowable operating costs to date in relation to Target Cost. After payment of 85 percent of the Target Fee, the Contract Administrator may withhold further payment of Target Fees until a reserve is set aside in an amount that the Contract Administrator considers necessary to protect the County's interest. This reserve shall not exceed 15 percent of the Target Fee.

Each payment to Operator for December operations will be reconciled to reflect all payments to the Operator, all unpaid allowable costs incurred by the Operator during the previous calendar year of operations, and the balance of the actual operating cost and Target Fees, and actual Project Cost and Fees due the Operator.

Section 4.0 Insurance/Performance Guarantee

4.1 Operator's Insurance Coverages are Primary. Operator agrees that all insurance liability coverages required of, and/or held by, the Operator under the terms of this agreement are primary insurances and that any insurance of Mesa County, its employees, agents, officers, officials, and volunteers shall be excess and noncontributory.

4.2 Required Insurance Coverages of Operator. The Operator shall procure, pre-pay the premiums on, and maintain the following types of insurance in the amounts hereinafter set forth; and current certificates showing the existence of such insurance, on forms as provided by the insurance companies involved, and proof of such insurance, shall be furnished to the County contemporaneously with the execution of this agreement. The actual cost of such insurance shall be an allowable cost.

- (a) Workers' Compensation - The Operator shall carry Workers' Compensation and Employer's Liability insurance as required by the statutes of the State of Colorado from a company authorized to do business in the State of Colorado, and with a company which meets with the approval of the County.
- (b) Automobile Liability -The Operator shall carry in its own name automobile liability and property damage insurance with limits of not less than one million dollars (\$1,000,000) combined single-limit coverage, all in a company authorized to do business in the State of Colorado and meeting with the approval of the County. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Operator under this agreement; or automobiles owned, leased, hired or borrowed by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.
- (c) General Liability -The Operator shall carry in its own name a comprehensive general liability policy, occurrence form covering all of its operations other than automobile, with limits of not less than one million

dollars (\$1,000,000) combined single limit coverage. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Operator under this agreement; premises owned, occupied or used by the Operator; products and completed operations of the Operator; or automobiles owned, leased, hired or borrowed by the Operator. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, officials, employees or volunteers.

- (d) Excess Liability - umbrella form, of \$7,000,000 (minimum amount).
- (e) Payment and Performance Bonds -The Operator shall obtain payment and performance bonding of Operator's subcontractors as and when it conducts construction work at the sites, assuring the prompt payment of mechanics and material men and the proper performance and completion of the work, with and from a surety company authorized to do business in the State of Colorado and in the form and substance as approved by the Mesa County Risk Manager and Mesa County Attorney.

All or any of the above insurance may be provided through a blanket insurance policy of the Operator's parent company. Each copy of the policy of, or certificate of the above and foregoing insurance requirements must bear the following special endorsement by the agent of the proposed insurance carrier: This policy shall not be altered, materially changed or canceled without giving thirty (30) days written notice, by certified mail, to the County's Contract Administrator. In the event any insurance policy required herein shall be canceled or altered or materially changed without the approval of the County, Operator shall immediately obtain substitute insurance coverage satisfactory to the County.

4.3 Performance Guarantee Required of Operator. The Operator shall furnish the County with an annual Performance and Payment Bond, in forms acceptable to the County, in the penal sum of \$1,000,000.00 per year, conditioned on the performance by the Operator of all undertakings, covenants, terms, and conditions and agreements of this agreement, and upon prompt payment by the Operator to all persons supplying labor and materials in the performance of work under this agreement.

The decision to draw on this performance guarantee shall be at the sole discretion of the County after discussion with the appropriate representatives of the Operator. The bond shall be annually renewed without loss of coverage to the County during the term of this agreement including renewal terms which may be undertaken. The Operator hereby agrees to provide and keep the bond in full force and in a manner acceptable to the County. The bond shall be delivered to the County prior to the County's execution of this agreement. Subsequent renewals shall be delivered to the County prior to the expiration of the same.

Section 5.0 Termination

5.1 Right to Terminate Agreement. In the event that the County, in its sole discretion, determines after a public hearing that the Operator is not operating the County Waste

Disposal System in the best interest of the public health and safety, based upon the standards and regulations established by all Federal, State and County regulations and applicable laws, this agreement may be terminated at the option of the County upon sending notice of said findings to the Operator by certified mail, listing the deficiencies and the necessary corrections to be made. If the Operator fails to remedy or demonstrate a good-faith effort and progress to remedy said deficiencies within thirty (30) days from receipt of the notice, this agreement shall automatically terminate one-hundred eighty (180) days after receipt of said notice. If the County exercises its right to terminate this agreement, it shall not abrogate, nor limit County's right to access the bond referenced in, Section 4.3.

In addition to the above remedy by the County, should either party fail to comply with the terms and conditions as set out in this agreement, the complaining party may give the offending party a one hundred eighty (180) day notice by certified mail, setting out the alleged deficiencies and unless the offending party corrects said deficiencies within said one hundred eighty (180) day notice, this agreement shall automatically be terminated.

This agreement may be terminated by either party without cause or liability at each of its renewal terms. In such case a one hundred eighty (180) day notice by certified mail shall be given.

5.2 Duties Upon Termination or Expiration of the Agreement. In the event the contract is terminated, it is mutually agreed by both parties that any monies owed the other under this agreement will be paid in one lump sum within one hundred twenty (120) days of the official date of termination. Final payment to Operator by County shall be subject to County's right to withhold funds in an amount necessary to insure the payment of any subcontractors, companies providing materials to the Operator, and/or obligations of the Operator to County under the terms of this agreement.

If this agreement is terminated by either party, the Operator will be charged with and accepts the following duties:

- (a) In the public interest and safety the Operator agrees to operate all existing landfills and transfer sites at the rates and service levels specified in this agreement for one hundred eighty (180) days after notice to terminate is given regardless of which party gives notice.
- (b) On the date of expiration or termination all sites shall be cleaned of all litter and debris.
- (c) The County Landfill shall be left in a condition dictated by the County-adopted design and the latest site sequencing plan approved by the County. The Operator is responsible for the conditions on those portions of the sites in which it performed disposal operations typical of a landfill operation, and any other areas disturbed by its mode of operation during its tenure. The Operator will be responsible for meeting the requirements of the County and State Departments of Health as well as federal requirements.

- (d) Subject to County's approval of the project budget, on the date of termination, the Mesa County Landfill will be left with a minimum of 12 months of lined useable airspace and all areas of the landfill which are at their design capacity will receive the final capping and be seeded in conformance with the Design and Operations Plan. Also subject to the County's approval of the associated project budget; if, on the date of termination, less than 12 months of useable airspace remains within the landfill's horizontal design footprint, the remainder of the useable horizontal area will be lined prior to termination. The operator shall be compensated for reasonable costs associated with the above work. Such compensation will include reasonable overhead and profit.
- (e) Operator will provide County with a true and accurate copy of the landfill and transfer stations operating record developed under the terms of this agreement.
- (f) Operator will assist the County and the successive landfill operator in the orderly transfer of any permit maintained by Operator in association with landfill or transfer station operations.

Upon the termination in any manner of this agreement, the Operator agrees to surrender said premises to the County in good order and condition, and in a manner which allows continued use of said premises for sanitary landfill or transfer site purposes.

Any improvements placed on the subject properties by the Operator which are not fixed shall be removed by the Operator within thirty (30) days after expiration or termination of this agreement. County at its option may enter into negotiations for the purchase of any or all of these improvements. All Exhibit E items shall remain on site and be purchased by the County at their net book value after depreciation, plus the Operator's 6% corporate overhead and 12% fee.

Section 6.0 General Terms and Conditions

6.1 Failure to Report. If the Operator fails to report as specified by the terms of this agreement, County shall withhold additional payments to Operator until such time as the reports are submitted and reviewed by County. As a result of late reporting the County may choose to perform an independent audit of Operator's records, or terminate the agreement.

6.2 Gate Fees/Rate Increases and Daily Deposits. The Operator will assess and collect tipping fees at the landfill and each transfer station according to the schedule provided by the County. The schedule of tipping fees is attached as Exhibit H. Operator shall deposit revenues derived from the sale of recycled material collected at transfer station sites in the same manner as other landfill revenues are deposited.

The County shall consider modifications of the tipping fee schedule annually during the County's regular budget preparation and approval processes.

6.3 County Rules and Regulations. The Operator further agrees to abide by those rules and regulations heretofore and hereafter adopted by the County which are related to the operation of said sanitary landfills and transfer stations.

6.4 Environmental Audits. The Operator shall report to the County all environmental audits whether external or internal. The Operator shall provide the County a copy of such environmental audit reports within ten (10) days of completion or receipt by the Operator. The Operator may take reasonable steps to protect the confidence and privileged aspects of the information except as required to be reported herein. Any information considered confidential or privileged by the Operator shall be clearly marked as such on each page by the Operator prior to submission to the County.

6.5 Fires Prohibited. Solid waste deposited at County facilities shall not be burned unless approved by the County. If a fire should commence, for whatever reason, it will be completely extinguished as soon as practicable by the Operator. In the event of a fire, Operator shall be compensated as if the fire fighting effort constituted a project as defined by this agreement. Such compensation shall include administrative overhead and fee of 20% of the allowable costs of fighting the fire. Accurate and complete records of such fires will be made available to the County within ten (10) days of such occurrence.

6.6 Community Clean-Up Days. The Operator agrees to provide the County residents one (1) community clean-up day at the County Landfill per year. The Operator further agrees to provide one (1) community clean-up day per year at each transfer station. There shall be no disposal fee charged to individual landfill/transfer station users on the established clean-up day except for special waste including tires. The sponsor of the community clean-up effort will pay all gate fees associated with clean-up day disposal. The sponsor, unless otherwise designated, shall be the Mesa County Board of County Commissioners. Free disposal privileges will not be extended to commercial refuse, commercial haulers or governmental entities on clean-up days. Dates for the community clean-up days shall be mutually agreed upon between the Operator and the County.

6.7 Solid Waste Title. Title to all solid waste material received and accepted within the boundaries of the County Landfill shall be vested in the County. The County reserves all rights to reclamation of the solid waste and to the proceeds of such reclamation, processing or treatment of said solid waste materials. The County hereby declares its intent to encourage material recovery efforts as dictated by market demand for salvaged materials.

6.8 Complaints. All complaints received by Operator from users of the Landfill and transfer station sites, adjacent property owners, and others, shall be reported to the County within (at a minimum) forty-eight (48) hours of their occurrence. Complaint forms shall be provided by the County and completed by the Operator for each complaint. The Operator shall notify County in writing as to the steps that will be taken to mitigate or avoid such complaints within ten (10) days of notice to County or receipt of the complaint.

6.9 Governmental Agencies, Jurisdiction and Site Inspections. The Operator shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Operator's (allowable) expense, all necessary permits required by any governmental agency with jurisdiction.

The Operator will be responsible for meeting all environmental monitoring requirements set forth by Federal, State or Local jurisdictions. This shall include but is not limited to the purchase of required equipment, installation and operation of said equipment to include monitoring of equipment data outputs, report preparation and submittal of reports as may be required. County may not unreasonably refuse to allow Operator's incurred expenses in complying with this paragraph as either an operating expense or an addition to Exhibit E, at the option of the County.

Any governmental agency which has lawful jurisdiction over the site or the operations at the sites may make inspections of the sites and their operations at any time which may be reasonable for such inspections; provided, however, that such inspections shall be made only by authorized personnel of such authorities. Furthermore, the County Contract Administrator and/or the County Attorney's Office will be notified by phone immediately upon any such inspection request. Such inspections shall not interfere with the orderly operation of the sites by the Operator. All reports representing environmental monitoring shall be submitted to the County's Contract Administrator within ten (10) days of being filed with the Operator.

6.10 Operator and County Landfill Related Activities. It is agreed that any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this agreement, subject to Section 3 and Paragraph 6.24 relative to any increased costs.

Should the County wish to utilize its landfill or transfer station sites for integrated solid waste management activities, Operator will offer assistance and perform the associated task as directed by the County given appropriate modifications to this agreement.

Operator will not commence waste hauling operations in Mesa County except as may be required in transporting waste from County transfer stations to the Mesa County Landfill. Operator will not utilize Mesa County facilities in any business endeavor not directly related to this agreement with County. Operator may, with approval of County, subcontract for waste hauling services from County transfer stations to the Mesa County Landfill. County shall not unreasonably withhold the Operator's right to subcontract for waste hauling services.

The Operator shall be paid all reasonable costs, plus overhead and fee, for all work performed on behalf of the County pursuant to the terms of this agreement, subject to fee adjustment as provided by Section 3.12.

6.11 Licenses and Permits. Operator agrees, as an allowable operating expense, that it will obtain and keep in full force and effect all licenses and permits required for the construction, operation, maintenance and management of the County's landfill and transfer station sites with the exception of the landfill's Certificate of Designation and the County Conditional Use Permits necessary for the operation of the landfill and transfer station system. All permits will be maintained in the name of Mesa County. Operator shall assist the County in the maintaining and updating the Certificate of Designation and Conditional Use Permits as necessary. In the event County terminates this agreement, Operator will cooperate fully in the orderly transfer of permits to the successor landfill operating company designated by County.

A listing of the licenses and permits obtained and maintained by Operator is attached as Exhibit L, incorporated herein by this reference. Operator shall provide County updates of Exhibit L as necessary to keep it current.

Should Operator receive any complaints or notices of infractions by it under said licenses or permits, it shall immediately correct the same and also notify County as to the nature of said complaint, and if the complaint was in writing, Operator shall provide County with a copy of thereof. Such notification to County must be made within forty-eight (48) hours of Operator's receipt of complaint or notice of infraction.

6.12 Books and Records. Accounting records associated with this agreement shall be kept in accordance with the terms of this agreement and generally accepted accounting principles. County shall have access to the records of Operator for inspection at any reasonable time during business hours for the term of this agreement and for two (2) years following its termination. Operator shall provide County, at County request, backup documentation such as, but not limited to: invoices, time sheets, and equipment/vehicle records for any cost item appearing on, or associated with, monthly reporting.

The financial and accounting books and records of Operator with regard to refuse volumes; gross revenue and operating expenses; capital expenditures at the sites together with depreciation schedules; the Policy and Procedure Manual detailing internal controls for, but not limited to, cash handling accounts payable, accounts receivable, and other pertinent topics shall be subject to audit inspections by County and/or their independent auditors at the County's discretion during the term of this agreement or for two years after its termination or expiration. The audit shall be at Operator's expense if any of the following conditions exist.

- (a) The audit is performed as a result of Operator's failure to submit reports to County as provided in this agreement.
- (b) The audit shows inaccurate reporting, in the sole opinion of County, with regard to refuse volumes, revenues, operating expenses, capital improvements, or depreciation.
- (c) The audit reveals evidence of material noncompliance with the internal controls as established by: 1) the above referenced

Operator's Policy and Procedure Manual, or 2) the applicable financial policy and procedures of the County.

Any discrepancies revealed by an audit shall be corrected by Operator at its expense and any excess funds revealed shall be remitted to County within thirty (30) days of notice by County.

6.13 Mesa County Landfill Survey Standards and Specifications. All survey and engineering work performed by the Operator or a subcontractor to the Operator under the terms of this agreement shall be in conformance with County's Minimum Standard Requirements for Mesa County Landfill Survey Standards and Specifications, 1995 a copy of which is attached as agreement Exhibit M, incorporated herein by this reference.

6.14 Safety. Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with reasonable standards of safety practice. The Operator and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Operator and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations. The payment of fines, or other punishments will not constitute an allowable and reimbursable expense under the terms of this agreement.

6.15 Indemnity. The Operator shall indemnify and save harmless the County of Mesa, Colorado, the Mesa County Commissioners officially and personally, the County's present and future officers, officials, employees and agents, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of actions, suits, and costs and expenses incidental thereto (including costs of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, order, rules or regulations of any governmental entity or agency, directly or indirectly caused by, or arising out of any of the operations of the Operator under the terms of this agreement; and out of any negligent or willful misconduct, act or omission of the Operator by its employees or sub-contractors in the performance of this agreement; and for the performance of and payment under any contracts entered into by the Operator. Insurance coverage and requirements herein constitute the minimum requirements and shall in no way lessen or limit the liability of the Operator hereunder. Notwithstanding anything herein to the contrary, the Operator, its present and future officers, directors, employees, agents, sub-contractors and authorized assigns shall have no responsibility or liability with respect to or arising out of the acts or omissions of any person or entity in any way relating to the County Landfill site or facilities, which occurred prior to the commencement of the term of this agreement.

The Operator shall exercise the same degree of care, skill and diligence in the performance of the services under the terms of this agreement as is ordinarily possessed and exercised by a landfill operator under similar circumstances.

The County agrees, to the extent permitted by law, to indemnify and save Operator, its employees, agents, insurers, sureties, officers, subcontractors, and officials harmless from and against any and all liabilities, penalties, fines, forfeitures, demands, suits, claims, causes of action and cost and expense (including cost of defense, settlement and attorney fees) for the failure, omission, or neglect of the County, its employees, officials, contract operators, subcontractors, agents, officer (past and present) for the permitting of Mesa County Landfill (whether local, state or federal) and from any responsibility, liability or expenses for the correction, as directed by any appropriate regulatory agency, of any condition existing or determined to be existing as a result of action or inaction at the landfill or transfer stations on or before the commencement of the term of this agreement.

The County agrees to pursue its indemnity rights for such matters against the prior operators of the Landfill and Transfer Stations for the mutual benefit of the County and this Operator. Notwithstanding anything herein to the contrary, any agreement of the Operator herein to indemnify, hold harmless and defend shall apply only to the extent of the percentage which the damage, expense or claim was caused by an act or omission of the Operator.

Notwithstanding anything herein to the contrary, each party preserves all immunities afforded it under any applicable worker's compensation or other applicable law.

6.16 Force Majeure. It is hereby mutually agreed between the County and the Operator that if any part of the County's landfill and transfer station system as described by Exhibit B is damaged by fire, storm, flood, earthquake or from any other cause beyond the control of either party, or acts of God, and if the extent of the damage or impact is, in the County's opinion, such as to render said premises unfit for sanitary landfill or transfer station site use, the County at its option may terminate this agreement after thirty (30) days written notice to the Operator; or the County at its option may alter service levels or close all, or the damaged portion of the system.

Beyond damage to the waste management system, if a Force Majeure situation befalls Mesa County resulting in a significant, sudden and unexpected change in the system's waste stream, County shall allow the Operator to submit a Project Budget for its work in addressing the Force Majeure.

In the event of any of the above described occurrences the Operator shall be compensated for reasonable additional costs associated with addressing the Force Majeure in accordance with a mutually agreed project budget. Such compensation and budget will include a reasonable administrative overhead and fee of 20% .

6.17 Independent Contractor Status. In the performance of work under this Contract, the Operator shall be deemed to be, and is, an independent contractor with the authority to

control and direct the performance and details of its work; the County being interested only in the results obtained. As an independent contractor, Operator shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.

The Operator, nor any employee of the Operator, shall be, represent, act, purport to act, or be deemed to be the agent, representative, subcontractor, employee, officer or servant of the County.

6.18 Subcontracts. Services may be subcontracted by the Operator. Services subcontracted under this agreement shall be specified by written agreement between the Operator and subcontractor and shall be subject to each applicable provision of this agreement, with appropriate changes in nomenclature in referring to parties to such subcontract. If any subcontractor shall fail to perform the work undertaken by him in a manner satisfactory to the County, Operator shall immediately terminate said subcontractor upon written notice from the County; and in the event of such termination, the Operator shall complete such work by contract or otherwise. Failing such, the County may prosecute such work to completion and the Operator and its sureties shall be liable to the County for any costs occasioned the County thereby. Nothing contained in this agreement shall create any contractual relation between any subcontractor and the County. The Operator shall give the County immediate notice in writing of any action of suit filed, and prompt notice of any claim or intent to claim made against the Operator, by any subcontractor or vendor which may result in litigation related in any manner to this agreement.

County shall be considered a party to any agreement between the Operator and a subcontractor only for the purpose of obtaining project related information during the course of, or subsequent to any subcontracted work. This condition shall be included in any agreement between the Operator and a subcontractor performing work related to the County's Waste Management system. County shall be provided a copy of any agreement and/or correspondence associated with contracted work.

6.19 Assignment of Agreement. This agreement may not be assigned without the prior express written consent of the County and any attempt to assign this agreement without the prior express written consent of the County shall render the agreement null and void with respect to the attempted assignee.

6.20 Entire Agreement. This agreement embodies the entire understanding between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing signed by both parties.

6.21 Venue and Law. This agreement shall be governed by the laws of the State of Colorado. Any action at law or inequity brought by either the County or the Operator against the other shall be brought in the District Court of the Twenty-First (21st) Judicial

District of the State of Colorado, also known as the District Court in and for the County of Mesa, State of Colorado, which is located at Grand Junction, Colorado. The provisions of this agreement shall be deemed to be severable and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of other provisions hereof. In the event of a conflict between the terms or the conditions of this agreement and those of any Exhibits attached hereto, the terms and conditions of this agreement shall take precedence. The Operator shall at all times observe and comply with the Resolutions and Regulations of the County of Mesa, and the State and Federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the Operator, its sub-contractors, or its or their employees, agents or servants, engaged upon the work or affecting the materials supplied to or by them under this agreement. Notwithstanding any other term, provision or condition herein, each and every term, provision and condition herein is subject to the Regulations of the County of Mesa subject to Section 3 and Paragraph 6.24 relative to any increased costs. In the event of a dispute which entails legal action, the parties agree the Court may enter judgement in favor of the prevailing party for costs and attorney's fees.

6.22 Fair Access. Operator acknowledges that Mesa County, Colorado (County) is a governmental entity. Since the Waste Management System is a government owned facility, the landfill must be operated and users must be permitted to use the facility, without discrimination based on age, sex, disability, religious preference, race, color, national origin, or political preference. Areas of the system, as described by Exhibit B, may be a public facility, to which access may have to be made available to users through accommodations to meet the requirements of law. Operator agrees to operate the system in compliance with Mesa County's obligations to not discriminate and to provide access to public facilities. County will make available to Operator technical assistance as to the need for available accommodations as County may have.

6.23 Fair Competition. The Operator agrees to operate and manage the County Landfill and transfer station sites in a manner which provides fair and equal treatment of all users including all commercial waste haulers. Operator, and/or Operator's parent company shall not engage in any business activity unrelated to this agreement out of facilities owned by County. Failure to comply with this Section shall be constitute a breach of contract and result in termination as provided in Section 5.

6.24 Contract Modification. Operator and County anticipate and agree to discuss the modification of this agreement on at least an annual basis. The purpose of these modifications will be to keep the agreement and its various exhibits contemporary with applicable regulations, provide for the coordination of Operator and County activities, allow the Operator the opportunity for a reasonable return on its investment and provide for the fiscal stability of the County's Waste Management Enterprise. Ordinarily, the annual amendment of the agreement will be scheduled during the months of either October, November or December. The annual contract amendment shall include a budget as prescribed by this agreement, prepared by the Operator and approved by the County.

Given the ever changing regulatory climate within which solid waste disposal facilities operates, this agreement may be modified anytime during the year upon mutual consent of both parties. Whenever there is a change in law, regulation, specification, policy, procedure, operating standard, differing site condition, conditions described in Paragraph 6.10 or Force Majeure which increases or decreases the Operator's cost of performance under the agreement, the payments to the Operator shall be increased or decreased accordingly and the budget amended to reflect such increase or decrease.

The Operator shall be paid all reasonable costs, plus overhead and fee, for all work performed on behalf of the County pursuant to the terms of this agreement, subject to fee adjustment as provided by Section 3.12.

6.25 Federal Acquisition Regulations (FAR). Federal Acquisition Regulations (FAR) do not apply relative to the administration of this contract.

6.26 Notices. Any and all notices contemplated herein shall be given by certified mail at the address of the party as set out in Sections 2.1 and 2.2 of this agreement; provided, however, that any party may give a change of address by notifying the other party in writing of such change.

6.27 Headings. The headings on the Provisions of this agreement are inserted only for purposes of convenience, and are in no way to be considered in construing its meaning.

6.28 Benefits. This agreement shall be binding upon the successors and duly authorized assigns of the parties hereto.

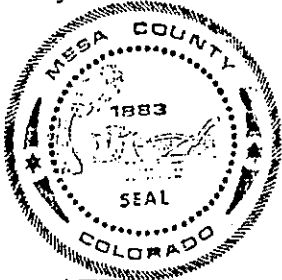
6.29 Waiver of Breach. Failure to act on a breach shall not prevent, or preclude either party's right to act on the breach at another time, or upon another occurrence.

6.30 Confidentiality of Information. Both parties agree that any information received by the other during any furtherance of obligations hereunder will be treated by the other as confidential and will not be revealed to other persons, firms or organizations. Operator recognizes that County is a governmental agencies, and as such its ability to deny access to information associated with the administration of this agreement is limited by law.

6.31 Severability. The provisions of this agreement shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof.

6.32 Provisions Surviving. Any Section containing specific surviving provisions shall survive according to its terms. Sections 3.0 and 4.0 in their entirety, as well as Subsections 6.1, 6.4, 6.9, 6.12, 6.15, 6.17, 6.21, 6.25 and 6.31 shall survive the termination, expiration or cancellation of this agreement, regardless of the means, reasons, or causes for such termination, expiration or cancellation.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.



ATTEST:
Monika Codd
County Clerk and Recorder

BOARD OF COUNTY
COMMISSIONERS
COUNTY OF MESA, COLORADO

By *Doralyn B. Genova*
Doralyn Genova, Chair

Herzog Waste Management, Inc.

Ron Schmitz

Vice President
Ronald Schmitz

EXHIBIT A

Scope of Work (Version - July, 1995)

The Operator will be responsible for managing daily landfill and transfer station operations, including but not limited to: acceptance of waste, collection of tipping fees, and the provision of the personnel and equipment, except equipment provided by County, needed for daily operations of the County's waste management system as defined by Exhibit B. The Operator is also responsible for the preparation and issuance of bid documents seeking contractors for project work as defined by the agreement. Operator shall also administer projects as assigned by County through their inclusion in Exhibit G. Operator's project administration responsibilities will include quality assurance and/or certification of project work and the provision of insurances, as specified in Section 4.2, associated with the project. The County will maintain ownership and control over the system, initiate and complete any project it chooses (excluding those relegated to the Operator as budgeted for within Exhibit G) to complete through its own resources, plan for and build the system's fixed infrastructure (buildings) and set tipping fees.

Through ongoing communication and application of the operating agreement, the County shares long range planning responsibility with the Operator.

EXAMPLES OF LANDFILL SERVICES

By way of example, not of exclusion, a list of landfill services the Operator shall perform, subject to County's approval of the associated budget, includes:

- ▶ Operation, maintenance and management of the Landfill and its facilities in accordance with the County's Landfill Design and Operation Plan (as amended). The Operator will obtain prior written approval from the County before implementing any additions, deletions, changes or modifications to the Design and Operations Plan.
- ▶ The Operator shall develop a site sequencing plan and construction documents which complements the Landfill's Design and Operations Plan. The site sequencing plan, and its supporting documentation shall be developed in draft form and submitted to the County for comment and approval prior to implementation. As a minimum, the plans shall provide an eighteen month projection of total air space to be consumed, in place waste volumes, required and available cover materials, location of stock-piled cover, staging areas and other details associated with the sequencing of daily operations. The first sequencing plan to be developed under this agreement shall be completed by March 31, 1996. Each sequencing plan will project out a minimum of an eighteen (18) months from the date submitted to County. Thereafter the sequencing plan shall be annually updated and submitted to the County along with the aerial photograph, digitized computer data

and site life projection detailed below. The Operator will complete and submit this report to County by March 31 of each year.

- ▶ The Operator will submit annually renewed aerial photographs and digitized computer data detailing the topography of the County Landfill site. This data will be provided in uncompressed TIFF files, DWG or DXF formats. A written evaluation of the site's remaining disposal life will accompany this data.
- ▶ The Operator will assist and support the County as requested in modifying the Design and Operations Plan of the Landfill to improve efficiency, or attaining/maintaining regulatory compliance.
- ▶ The Operator will recommend modifications to the Design and Operations Plan in keeping it contemporary with regulatory requirements and efficient landfill operations.
- ▶ The Operator will assist the County in the orderly transition from volume based rates to weight based rates. The effective date of this transition will be January 1, 1997.
- ▶ The Operator will maintain the system's operating record. The operating record will contain the site safety manual, records of all safety meetings and personnel training, complaints, all correspondence regarding the facility operation as well as any records required by the Colorado Department of Public Health and Environment and/or County.
- ▶ The Operator, as part of its daily operations, will:
 - (a) Carry out all refuse disposal operations including, but not limited to, cover stock-piling, fill and cover placement and compaction, construction, co-disposal, control of surface and subsurface drainage, and nuisance prevention (including bird control, if necessary).
 - (b) Deposit within the premises described herein all manner and form of organic and/or inorganic solid materials in accordance with applicable permits and regulations.
 - (c) Not knowingly allow regulated quantities of hazardous or toxic materials (liquids, solids, or waste of any kind) to be deposited in or upon any of the premises described herein, without prior written consent from the County.
 - (d) Keep closure, post-closure and revegetation efforts concurrent with operations. Sections of the Landfill which have reached final elevation will be graded, receive soil amendments (fertilizer and/or organic material) and be seeded during the first favorable seeding period following their attainment of final elevation.
 - (e) Administer a hazardous waste exclusion program and special waste acceptance program in conformance with the requirements of Mesa County and any governing regulation.

- ▶ The Operator will also:
 - (a) Construct and maintain the temporary roads, berms, embankments, ditches, stream diversions as shown within the Design and Operations Plan, the annually renewed site sequencing plan, or other items as needed to maintain efficient operations.
 - (b) The Operator will also maintain the fixed infrastructure items provided by the County and provide fuel, lube, and normal daily and periodic maintenance for the heavy equipment provided by County. Operator shall also provide tires for the scraper provided by County as needed.
 - (c) Operator shall provide complete operation and operations services for the County Landfill and its system of municipal solid waste transfer stations including the operation and maintenance of Operator furnished equipment and County-furnished or owned equipment and facilities; provide trained personnel at the landfill and its transfer stations; furnish all supplies, materials, equipment and utilities; provide and manage billing and collection services, and environmental monitoring services.

- ▶ The Operator shall be responsible for compliance with applicable Federal, State, and Local laws, codes and regulations in connection with the performance of the work. The Operator shall also adhere to generally accepted engineering and industry operating standards in the completion of its work. The Operator agrees to notify the County of any deficiency or violation which the Operator discovers at or in any part of the Waste Management System.

- ▶ The Operator shall be responsible for performing litter pickup/abatement at the landfill, all landfill equipment, grounds, and the public highways and roads within one mile of the Landfill such that conditions are clean, neat sanitary and acceptable to the County.

- ▶ The Operator shall be responsible for all County owned or leased areas of each transfer station site, and the 160 acre parcel of property included in the landfill's Certificate of Designation. The Operator shall exert full control over the actions of all employees and/or subcontractors in the performance of their work. The Operator shall exclude from all waste system sites persons who have no purpose related to the work, or its inspection and may require all persons on all sites to observe regulations required of their employees. No business operation not directly associated with the system shall be conducted from any system site.

- ▶ Should the County wish to develop other waste management related activities including (but not limited to) composting, recycling, public education or recreation within the boundaries of property under the management responsibility of the Operator, County and Operator will negotiate a mutually agreeable plan for such activities.

- ▶ The Operator shall provide the County with records detailing their activities related to the disposal system, its finances, equipment and regulatory compliance as requested. This provision shall include monthly and annual reports as defined by the County.
- ▶ The Operator shall provide the County with copies of reports detailing its work, or the work of its subcontractors. County shall be a full and equal partner in the reporting and communication processes between the Operator and any subcontractor during, or subsequent to any subcontracted work.
- ▶ The Operator shall keep closure and post-closure care of the areas disturbed by their activities concurrent with landfill operations.
- ▶ The Operator shall restrict vehicular access in closed and/or inactive areas of the Landfill to designated travel routes.
- ▶ Operator's Project responsibilities shall include the development of construction documents and bid packages, selection and contracting with third party contractors, the provision of quality assurance oversight and certification of the work and the provision of insurances, as specified in Section 4.2, associated with the project work as included in Exhibit G.

EXAMPLES OF TRANSFER STATION SERVICES

By way of example, not of exclusion, a list of transfer station services the Operator will perform includes:

- ▶ The Operator shall provide, at all transfer stations, gate attendants to collect gate fees, direct disposal and recycling activities, and provide litter control during all hours of operation.
- ▶ The Operator shall provide containers of adequate size to collect bulky and non-bulky refuse.
- ▶ The Operator shall provide necessary manpower and equipment to transport refuse to the Mesa County Landfill at intervals which prevent nuisance conditions.
- ▶ The Operator shall, as needed, remove litter along the access route and the immediate area of the transfer stations.
- ▶ The Operator shall maintain perimeter fencing, gatehouse, access roads, disposal areas, retaining walls, container pads, and provide utilities as needed.
- ▶ The Operator shall maintain and service the transfer station based recycling containers.

COUNTY RESPONSIBILITIES

The County's primary responsibility, through its Waste Management Division Office, will be administration of the Landfill operating agreement.

County shall furnish heavy equipment as specified by Exhibit K. County shall also provide warranties, warranty associated costs, and overhauls for the equipment specified in Exhibit K and be responsible for repairs (including compactor wheels and cleats) and repair costs including labor.

County shall provide the insurance associated with any equipment and buildings or structures furnished by County.

County shall pay the lease associated with the use/occupancy of the Molina Transfer Station site.

County may initiate and undertake projects at its discretion in sustaining efficient landfill/transfer station operations or in the development of an integrated solid waste management system.

The County will also take the lead, with the cooperation and technical support of the Operator, in fixed infrastructure development, interaction with regulators and long range planning.

County will work in concert with Operator in planning for efficient day to day operations and the scheduling and selection of third party contractors for Project work.

Lastly, the County will establish and maintain the closure and post-closure reserve accounts required by regulation.

EXHIBIT B

Mesa County's Waste Management System (Version - July, 1995)

The Mesa County Disposal System consists of the following Landfill and Transfer Station sites (and improvements thereon):

- 1) Mesa County Landfill - 160 acres of County owned property the legal description of which follows:

Township 2 South, Range 1 East, Ute Meridian, Colorado
Section 4, S1/2NW1/4 and N1/2SW1/4
- 2) DeBeque Transfer Station - Property owned by Town of DeBeque. Lease held by Mesa County required.
- 3) Gateway Transfer Station - County owned.
- 4) Fruita Transfer Station - County owned.
- 5) Molina Transfer Station - Property owned by private land owner. Lease required.
- 6) Cut-Off Road Transfer Station - The County is in the design and permitting stage of constructing a new municipal solid waste transfer station 1.4 miles south of State Highway 330 on the west side of County Road 45.5. The new transfer station is tentatively scheduled to open in mid 1996. When and if this transfer station is built, Operator acknowledges that the present DeBeque and Molina Transfer Station sites will be closed. In the event the Cut-Off Road Transfer Station does not open in mid 1996, Operator Target Costs and Fees shall be amended to reflect the actual cost of operating for the Molina and DeBeque Transfer Stations for the period between the anticipated mid 1996 opening date and the actual opening date of the Cut-Off Road Transfer Station.

EXHIBIT C

Design

THE ENGINEERING DESIGN AND OPERATIONS PLAN FOR THE MESA COUNTY LANDFILL, MESA COUNTY, COLORADO as prepared by Mesa County Waste Management Division, August, 1993, as modified by regulatory authority of local, State and Federal regulators.

See separate three-ring binder containing this document.

EXHIBIT D

Hours of Operation
(Version - July, 1995)

The County Landfill

Monday - Friday	7:00 a.m. - 5:00 p.m.
Saturday	8:00 a.m. - 4:30 p.m.
Sunday	CLOSED

Transfer Station Sites

Fruita	
Tuesday, Friday, Saturday	9:00 a.m. - 5:00 p.m.
Gateway	
Saturday	10:00 a.m. - 12:00 a.m.
DeBeque	
second and fourth Saturday of each month	9:00 a.m. - 1:00 p.m.
Molina	
Tuesday, Friday, Saturday	9:00 a.m. - 5:00 p.m.

EXHIBIT E

Operator Investment in Fixed Infrastructure and Approved Schedule of Allowable Depreciation (Version - July, 1995)

Acquisition costs are estimates to be replaced by actual costs upon acquisition. Acquisition expense of the initial Exhibit E items shall not exceed \$50,000.00.

Asset Description	Acquisition Cost	Asset Life	Annual Depreciation	Book Value 01/01/98	1996 Depr. Exp.	1997 Depr. Exp.	1998 Depr. Exp.	1999 Depr. Exp.	2000 Depr. Exp.
Office Furniture and Equipment	\$20,000	5 years	\$4,000	\$20,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Gas Monitor	\$5,000	5 years	\$1,000	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Radiation Detector	\$6,500	5 years	\$1,300	\$6,500	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
Methane Gas Detector	\$1,500	5 years	\$300	\$1,500	\$300	\$300	\$300	\$300	\$300
Scale System Software & Hardware	\$10,000	5 years	\$2,000	\$10,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
TOTAL	\$43,000		\$8,600	\$43,000	\$8,600	\$8,600	\$8,600	\$8,600	\$8,600

All depreciation of the capital listed within this Exhibit is calculated on straight line depreciation schedule.

EXHIBIT F

Monthly Reporting Information
(Version - July, 1995)

Budget Comparison Report

Wastestream Data

Weight Volume Reports

Report on Equipment/Vehicle Usage

EXHIBIT G

Five Year Projection Calendar Year Budgets

Exhibit G w/o Operator buyout of County fixed assets

Saved as: Mesa-11

Item	Description	In	Tot	1995	1997	1998	1999	2000
1	Personnel	Y		\$309,131	\$320,286	\$329,895	\$339,791	\$349,96
2	Equipment/Vehicles	Y		\$213,519	\$220,023	\$226,529	\$233,423	\$240,43
3	Operations:	XXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
4	Temp. Personnel	Y		\$2,000	\$2,050	\$2,122	\$2,185	\$2,25
5	Communications	Y		\$9,905	\$10,202	\$10,508	\$10,823	\$11,14
5	Training	Y		\$3,000	\$3,090	\$3,183	\$3,273	\$3,37
7	Uniforms/Laundry	Y						
8	Travel	Y		\$4,500	\$4,635	\$4,774	\$4,917	\$5,05
9	Office Supplies/Equip	Y		\$3,000	\$3,090	\$3,183	\$3,279	\$3,37
10	Operating Supplies/Equip	Y		\$25,240	\$25,997	\$26,777	\$27,580	\$28,40
11	Printing (See #9)	Y						
12	Postage/Shipping (See #9)	Y						
13	Security Serv. (See #1)	Y						
14	Building/Property Maint.	Y		\$5,810	\$7,014	\$7,225	\$7,441	\$7,65
15	Utilities:	XXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
16	Propane	Y		\$1,000	\$1,030	\$1,061	\$1,093	\$1,12
17	Electricity	Y		\$6,960	\$7,169	\$7,384	\$7,605	\$7,83
18	Water (3045 gal/day) & Sewer	Y		\$3,138	\$3,232	\$3,329	\$3,429	\$3,53
19	Insurance (by type)	XXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
	GL/AL	Y		\$12,933	\$13,287	\$13,662	\$14,047	\$14,44
	Umbrella	Y		\$4,742	\$4,872	\$5,009	\$5,151	\$5,29
20	Permit Expense (by type)	Y		\$500	\$515	\$530	\$545	\$55
21	Special Operations:	XXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
22	Tire Processing	Y		\$10,596	\$10,914	\$11,241	\$11,578	\$11,92
23	Reclamation	Y		\$12,800	\$13,184	\$13,580	\$13,987	\$14,40
24	Special Waste Program (See #1 & #3)	Y						
25	Waste Hauling	Y		\$49,745	\$51,237	\$52,774	\$54,358	\$55,98
25	Depreciation	Y		\$8,600	\$8,600	\$8,600	\$8,600	\$8,60
27	Interest	Y		\$4,189	\$3,428	\$2,584	\$1,646	\$60
28	Other	Y		\$18,020	\$17,994	\$18,533	\$19,090	\$19,66
28A	Bad Checks <i>500 DEBT</i>	Y		\$1,000	\$1,030	\$1,050	\$1,092	\$1,12
29	Professional Fees:	XXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
30	Engineering	Y		\$7,500	\$7,725	\$7,957	\$8,195	\$8,44
31	Surveyor	Y		\$2,000	\$2,060	\$2,122	\$2,185	\$2,25
32	Accounting	Y		\$1,000	\$1,030	\$1,061	\$1,092	\$1,12
33	Aerial Photography	Y		\$3,400	\$3,502	\$3,607	\$3,715	\$3,82
34	Regulatory Compliance	Y		\$1,000	\$1,030	\$1,061	\$1,093	\$1,12
35	Groundwater/Methane Gas Monitoring	Y		\$8,130	\$7,828	\$8,063	\$8,304	\$8,55
36	Water Turnaround	Y		\$1,406				
37	Drainage	Y		\$2,500	\$2,500	\$2,500	\$2,500	\$2,50
38	Other	Y						
39	Operational Subtotals			\$738,355	\$758,569	\$780,014	\$802,028	\$824,633
40	6% Overhead - Excludes Equip.	Y		\$31,485	\$32,312	\$33,203	\$34,116	\$35,05
41	Subtotal - Target Costs			\$769,849	\$790,881	\$813,218	\$836,144	\$859,686
42	Target Fee 12%	Y		\$92,382	\$94,906	\$97,586	\$100,337	\$103,16
43	Operational Grand Total			\$862,231	\$885,787	\$910,804	\$936,481	\$962,84
44	Special Projects	XXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
45	1 Foot Liner & Cap Constr. (See Note #2)	Y	See Note #1		\$565,660	\$420,850	\$433,476	\$446,480
46	Other	Y						
47	Special Projects Subtotal			\$0	\$565,660	\$420,850	\$433,476	\$446,480
48	Admin. Overhead & Fee - 20%	Y		\$0	\$113,132	\$84,170	\$86,695	\$89,29
49	Special Proj. Grand Total			\$0	\$678,792	\$505,020	\$520,171	\$535,77

Note #1: Assumes 24 months of lined airspace available 1/1/95.

Note #2: Line 45 represents approx. 135,000 cy excavation performed Jan-Mar, 1997 and approx 90,000 cy excavation performed Jan. to March of 1998, 1999 and 2000.

EXHIBIT H

Schedule of Tipping and Service Fees (Version - July, 1995, effective 1/1/96)

REFUSE	TIPPING FEE
<u>Class 1:</u> Resid/Comm Wastes in Compactors	\$5.64/yard
<u>Class 2:</u> Demo/Rubble, Const. Wastes in Trailers, Rolloffs, Dumps, Stake Beds, per cu. yd.	\$4.14/yard
<u>Class 3:</u> Cars	\$3.50/vehicle
<u>Class 4:</u> Pickups, Utility Trailers, Vans	\$7.00/vehicle
<u>Class 5:</u> Uncovered Pickups and Utility Trailers	\$14.00/vehicle, or double the yardage rate
<u>SPECIAL WASTES</u>	
Sludge	\$7.15/yard
Petroleum Contaminated Soil	\$10.00/yard
Passenger Car Tires	\$2.00/each
Tires	\$14.00/yard
Friable Asbestos	\$16.00/barrel, or \$60.00/yard
Special Burial (Minimum Fee)	\$50.00
(10-20 yds)	\$100.00
(20 yds +)	\$200.00
Analytical Review*	\$125.00
Special Waste Handling Fee**	\$100.00
Special Landfill Opening Fee***	\$200.00

*Operator review of an independent laboratory analysis of special waste will not exceed \$125.00. The "Analytical Review Fee" does not include the cost of the actual laboratory analysis.

**Shipping and handling of special waste pre-acceptance materials will be billed at Operator's actual cost, not to exceed \$100.00.

***Prorated to actual cost, not to exceed \$200.00

Proposal Form Staffing Plan

1996

Proponent shall submit the following information on the proposed staffing of the Landfill and its transfer stations. The number of personnel should be stated in full time equivalents with 2080 hours / year being full time. The burden percentage should accurately reflect the Proposer's employee benefits package, etc.

<u>Position</u>	<u>Number (A)</u>	<u>(Wage/Salary + Burden Percentage) = B</u>		<u>Annual Cost (C) = Ax B</u>
System Manager	<u>1</u>	<u>\$60,000</u>	<u>22.03%</u>	<u>\$ 73,218</u>
Landfill				
Foremen	_____	_____	_____	_____
Equipment Operator	<u>3.0</u>	<u>\$29,120</u>	<u>23.66%</u>	<u>\$108,029</u>
Laborer	<u>.5</u>	<u>\$16,640</u>	<u>28.01%</u>	<u>\$ 10,650</u>
	<u>1</u>	<u>\$20,800</u>	<u>28.01%</u>	<u>\$ 26,626</u>
Clerical / Office	<u>1 (30 hrs/wk)</u>	<u>\$12,480</u>	<u>28.01%</u>	<u>\$ 15,976</u>
	<u>1 (40 hrs/wk)</u>	<u>\$24,960</u>	<u>23.12%</u>	<u>\$ 30,731</u>
Other (list)				
Overtime Contingency	_____	<u>\$ 2,403</u>	<u>24.84%</u>	<u>\$ 3,000</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Transfer Stations				
Office / Laborer	<u>2</u>	<u>\$14,976</u>	<u>28.01%</u>	<u>\$ 38,341</u>
	<u>2</u>	<u>\$ 1,000</u>	<u>28.01%</u>	<u>\$ 2,560</u>

Total Personnel Costs \$ 309,131

Proposal Form Staffing Plan

1997

Proponent shall submit the following information on the proposed staffing of the Landfill and its transfer stations. The number of personnel should be stated in full time equivalents with 2080 hours / year being full time. The burden percentage should accurately reflect the Proposer's employee benefits package, etc.

<u>Position</u>	<u>Number (A)</u>	<u>(Wage/Salary + Burden Percentage) = B</u>		<u>Annual Cost (C) = AxB</u>
System Manager	<u>1</u>	<u>\$61,800</u>	<u>22.69%</u>	<u>\$ 75,822</u>
Landfill				
Foremen	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Equipment Operator	<u>3.0</u>	<u>\$29,994</u>	<u>24.37%</u>	<u>\$111,911</u>
Laborer	<u>.5</u>	<u>\$17,139</u>	<u>28.85%</u>	<u>\$ 11,041</u>
	<u>1</u>	<u>\$21,424</u>	<u>28.85%</u>	<u>\$ 27,605</u>
Clerical / Office	<u>1(30 hrs/wk)</u>	<u>\$12,854</u>	<u>28.85%</u>	<u>\$ 16,562</u>
	<u>1(40 hrs/wk)</u>	<u>\$25,709</u>	<u>23.82%</u>	<u>\$ 31,833</u>
Other (list)				
Overtime Contingency	<u> </u>	<u>\$ 2,475</u>	<u>25.59%</u>	<u>\$ 3,108</u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Transfer Stations				
Office / Laborer	<u>2</u>	<u>\$15,425</u>	<u>28.85%</u>	<u>\$ 39,750</u>
	<u>2</u>	<u>\$ 1,030</u>	<u>28.85%</u>	<u>\$ 2,654</u>

Total Personnel Costs \$ 320,286

Assume 3% annual
increase.

1998 \$ 329,895

1999 \$ 339,791

2000 \$ 349,985

1996

Proposal Form Equipment Schedule

<u>Heavy Equipment Item</u>	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Hourly Rate*</u>	<u>Est. Hour/Yr</u>	<u>Est. Cost/Yr</u>
(1) <u>Scraper w/ Teeth</u>	<u>Cat</u>	<u>627</u>	<u>New</u>	<u>\$ 53.00</u>	<u>750</u>	<u>\$ 39,750</u>
<u>Dozer w/ Ripper</u>	<u>Komatsu</u>	<u>155A1</u>	<u>79</u>	<u>\$ 65.07</u>	<u>550</u>	<u>\$ 35,789</u>
(1) <u>Compactor</u>	<u>Cat</u>	<u>826C</u>	<u>New</u>	<u>\$ 40.45</u>	<u>2000</u>	<u>\$ 80,900</u>
<u>Motor Grader</u>	<u>Cat</u>	<u>140G</u>	<u>79</u>	<u>\$ 73.53</u>	<u>250</u>	<u>\$ 18,383</u>
<u>Air Compressor</u>	<u>IR</u>	<u>85CFM</u>	<u>New</u>	<u>\$ 16.90</u>	<u>250</u>	<u>\$ 4,225</u>

(1) Equipment furnished by County for use by Operator with Operator providing fuel, lube and normal daily and periodic maintenance.

(2) Rate for 330 HP Tractor. If 225 HP Tractor furnished by County, use \$47.50/HR.

<u>Vehicles</u>	<u>Type</u>	<u>Size</u>	<u>Mileage Rate*</u>	<u>Estimated Miles/Yr</u>	<u>Estimated Cost/Yr</u>
<u>Pickup (PM)</u>	<u>Ford/ Chev/ Dodge</u>	<u>3/4 TN</u>	<u>\$.39</u>	<u>28,000</u>	<u>\$10,920</u>
<u>Pickup (Site)</u>	<u>Ford/ Chev/ Dodge</u>	<u>3/4 TN</u>	<u>\$1.33</u>	<u>7,200</u>	<u>\$ 9,576</u>
<u>Water Truck</u>	<u>Sxl Axle</u>	<u>2000 GL</u>	<u>\$11.73</u>	<u>1,200</u>	<u>\$14,076</u>

Total Estimated Annual Equipment Costs \$ 213,619

The hourly rate and mileage rate of equipment and vehicles must reflect all cost (debt, depreciation, fuel, repair and maintenance, etc.) with the exception of the Operator, and except where provided by County.

Assume 3% annual increase	1997 \$	220,028
in rates, per CPI or	1998 \$	226,629
other agreed to index.	1999 \$	233,428
	2000 \$	240,431

EXHIBIT K

**Listing of Equipment to be provided by
County by Date Specified**

(Version - July, 1995)

Compactor - Caterpillar 826C - new	January 1, 1996
Scraper-Caterpillar 627F - new	January 1, 1996

EXHIBIT L

**Licenses and Permits
Maintained Under the Terms of this Agreement
by Operator**

City of Grand Junction Occupational License

Colorado Discharge Permit System (CDPS) General Permit (COR-020248)

Colorado Emmission Permit (84ME411F)

EXHIBIT M

MINIMUM STANDARD REQUIREMENTS

FOR

**MESA COUNTY LANDFILL SURVEY STANDARDS
AND SPECIFICATIONS**

ADOPTED BY

**MESA COUNTY FACILITIES MANAGEMENT DEPARTMENT
WASTE MANAGEMENT DIVISION**

(1995)

PROPERTY BOUNDARY

"Future Mesa County Landfill" surveys will be based upon the LCS-BFI coordinates (feet) as shown on the attached exhibit.

- * Subject to Colorado Revised Statute 38-50-101 and 38-51-101.
- * Adhere to the applicable rules contained in the current U.S. Department of the Interior Manual of Instructions for the survey of the Public Lands of the United States.
- * Comply with Alta/ACSM Class A Survey Table 2 (Linear Closure 1:15,000)
- * Additional control will be established, or upgraded to, a metallic pipe or rod possessing a magnetic field. Affixed to the monument is a readily identifiable cap or disk.
- * All land surveys involving monumentation, either accepting or setting a monument pursuant to C.R.S. 38-51-101, shall require a prepared and deposited survey plat.

DESIGN AND CONSTRUCTION

"Future Mesa County Landfill" surveys will be based upon the LCS-BFI coordinates (feet) as shown on the attached exhibit.

- * Minimum linear closure 1:7,500
- * Minimum theodolite/EDM accuracy requirements:
Angular: $\pm 5''$ Direct EDM: $\pm 5\text{mm} + 3\text{PPM} \cdot D$
- * Minimum leveling precision requirements:
Differential: Third Order error of closure, feet, divided by the square root of distance level in miles $0.05'$ (ft).
- * Major construction horizontal and vertical survey control minimum spacing = 500' (Ft)
- * Calibrated Steel Tape
- * Additional control will be established, or upgraded to, a metallic pipe or rod possessing a magnetic field. Affixed to the monument is a readily identifiable cap or disk.
- * Trigonometric vertical control traverses will be accepted in certain cases and shall comply to ACSM standards.

PRIMARY LANDFILL CONTROL/AERIAL MAPPING CONTROL

"Future Mesa County Landfill" surveys will be based upon the LCS-BFI coordinates (feet) as shown on the attached exhibit.

* Minimum control point spacing = 1000'(Ft)

* Approved Methods include:

- GPS (Global Positioning System) - Preferred - Use NGS & FGCC procedures. SVD's (Site-visibility diagrams), and GPS observation log sheets required.

Minimum linear closure = 1:100,000

* Approved conventional methods include:

Minimum level closure = 1:15,000

EDM and Theodolite accuracy requirements shall meet or exceed the following:

Angular: $\pm 2''$ direct reading EDM: $\pm 3\text{mm} + 2\text{PPM} \times \text{Distance}$

EDM distances shall be measured in feet and meters.

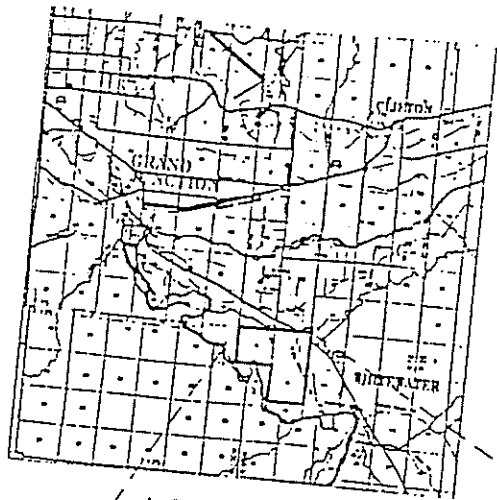
Angles shall be measured Direct and Reverse (D&R).

Environmental readings shall be taken.

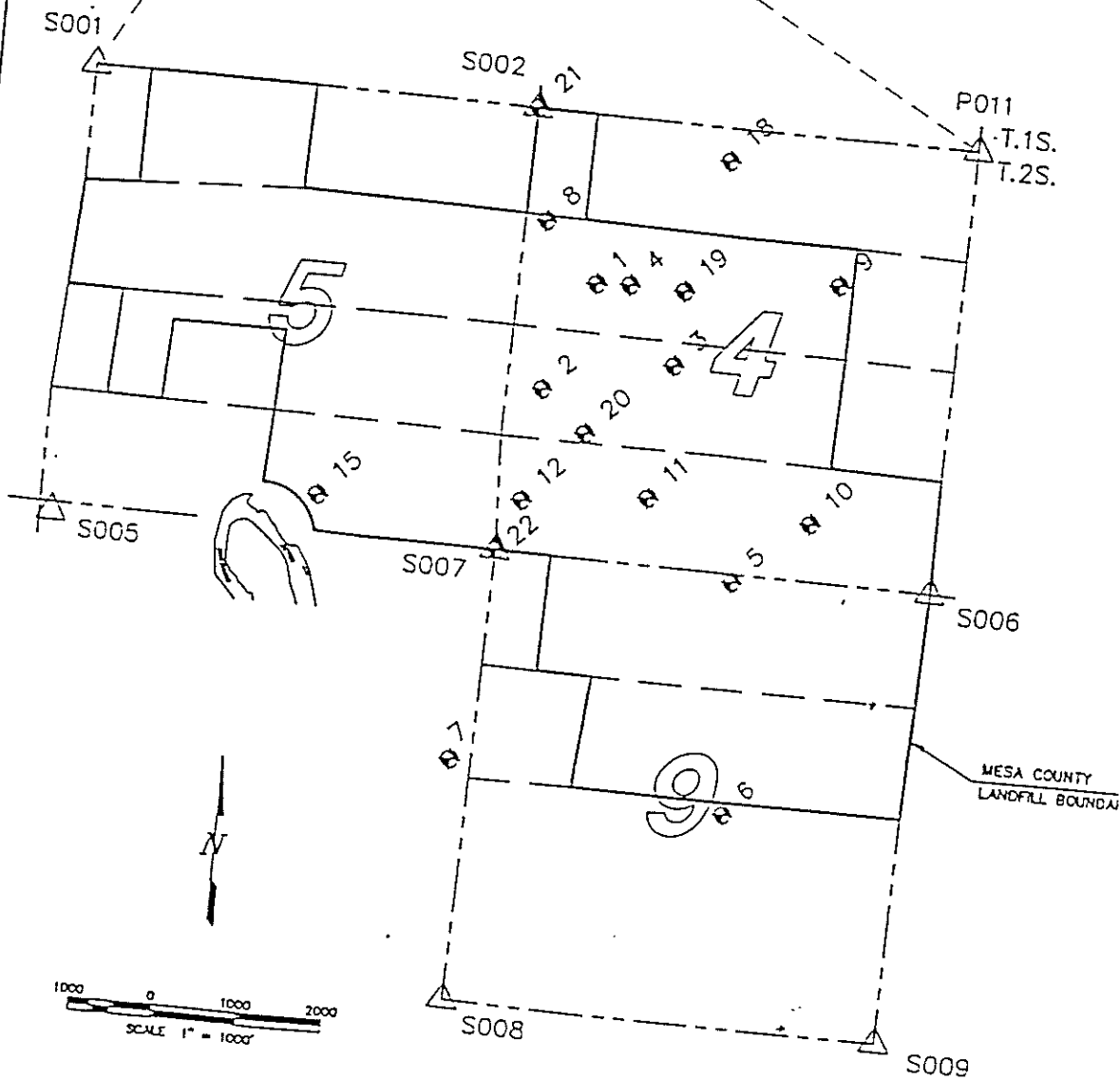
Trigonometric vertical control traverses will be accepted in certain cases and shall comply to ACSM standards.

All conventional (Non-GPS) control surveys shall be adjusted with an approved adjustment program,

* Additional control will be established, or upgraded to, a metallic pipe or rod possessing a magnetic field. Affixed to the monument is a readily identifiable cap or disk.



LOCATION MAP



C:\L0815\001\9521R Thu Feb 23 09:48:04 1995 KLH 8008-111

PREPARED BY
KLH
 ENGINEERING GROUP
 2518 FORESIGHT CIRCLE, SUITE B
 GRAND JUNCTION, COLORADO 81505
 PHONE (303) 242-1833
 FAX (303) 245-7079

MESA COUNTY
 MANAGEMENT I
 WASTE MANAGE

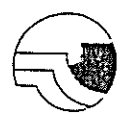
POINT NUMBER	POINT DESCRIPTION	MONUMENT DESCRIPTION	GEODETIC COORDS LATITUDE & LONGITUDE	UTM COORDS (METERS)	SCALE & CONVERGENCE	SPS COORDS (METERS)	SCALE & CONVERGENCE	HAVO 85 EL. (METERS)	LCS-BFF COORDS (FEET)	LCS-BFF ELEV (FEET)
1	BM-1	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'50.700638" W106°29'37.098747"	N 4321323.3444 E 717001.7115	1.000180100394 1°34'42.2339"	N 440143.4858 E 855188.2435	0.999937055584 -1°33'17.0028"	1505.4138	N 13198.2340 E 10887.9748	4925.5538
2	BM-2	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'38.014032" W106°29'43.831889"	N 4320932.8705 E 718855.3423	1.000179318179 1°34'37.8857"	N 439757.8789 E 855018.3718	0.999937150344 -1°33'01.2405"	1503.3924	N 11918.0504 E 10383.1886	4918.9451
3	BM-3	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'42.247869" W106°29'24.279560"	N 4321078.2368 E 717317.2488	1.000181789783 1°34'50.0255"	N 439872.9252 E 855487.9851	0.999937118302 -1°33'08.9187"	1486.8531	N 12335.7897 E 11894.0152	4799.1385
4	BM-4	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'50.980328" W106°29'32.087221"	N 4321340.3058 E 717122.4988	1.000180748668 1°34'45.4145"	N 440148.1106 E 855309.6032	0.999937053537 -1°33'13.8203"	1505.1695	N 13223.7484 E 11285.3787	4924.7891
5	CP-7	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'18.039694" W106°29'12.105278"	N 4320337.2484 E 717830.7100	1.000183471054 1°34'58.8729"	N 439117.1189 E 855758.1712	0.999937007184 -1°33'01.2405"	1505.7078	N 9879.3751 E 12838.1288	4928.7287
6	CP-8	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N38°59'51.283874" W106°29'09.774378"	N 4319514.5723 E 717709.5785	1.000183895208 1°34'37.4293"	N 438290.8888 E 855785.1082	0.999937531839 -1°32'39.7704"	1488.8283	N 7170.8314 E 13003.4078	4870.7566
7	CP-9	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N38°59'54.472903" W106°29'51.579349"	N 4319585.1877 E 718701.0895	1.000178495500 1°34'31.1995"	N 438422.0882 E 854782.9779	0.999937504183 -1°33'28.1384"	1453.1109	N 7518.4288 E 9704.5858	4754.0381
8	PP-1	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'37.349898" W106°29'45.544191"	N 4321527.7589 E 718792.9270	1.000178963879 1°34'37.1389"	N 440355.1058 E 854992.0457	0.999937007421 -1°33'22.3301"	1505.0841	N 13875.7779 E 10225.9693	4924.3830
9	PP-3	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'53.292420" W106°29'00.348571"	N 4321432.3547 E 717883.4735	1.000184826534 1°35'05.4838"	N 440193.9781 E 856074.5638	0.999937036780 -1°32'53.8237"	1508.8402	N 13429.2595 E 13791.0515	4929.7550
10	PP-4	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'25.539317" W106°29'01.087092"	N 4320578.4991 E 717889.3724	1.000184859237 1°35'04.0717"	N 439339.5413 E 856023.7159	0.999937247190 -1°32'54.2914"	1473.1098	N 10832.2843 E 13713.3281	4826.3581
11	PP-5 S004	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'28.728815" W106°29'29.184154"	N 4320596.4482 E 717285.1158	1.000181818220 1°34'48.3097"	N 439395.9733 E 855428.9187	0.999937237814 -1°33'10.1073"	1448.2427	N 10788.1961 E 11734.2382	4731.5284
12	PP-6	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'24.982648" W106°29'45.001407"	N 4320530.1859 E 718833.4547	1.000179201858 1°34'38.3800"	N 439257.1493 E 854972.1885	0.999937221597 -1°33'21.9877"	1440.1458	N 10800.1288 E 10245.7377	4711.4538
15	CP-10	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'23.182783" W106°29'05.363236"	N 4320454.0058 E 718104.8182	1.000175312687 1°34'17.1860"	N 439325.1810 E 854240.2552	0.999937286053 -1°33'41.1388"	1438.0540	N 10432.9632 E 7847.2515	4897.8964
18	P020	2" DIA. BRASS CAP ON PIPE STAMPED AP-3	N39°01'06.281182" W106°29'18.811372"	N 4321823.9251 E 717428.2245	1.000182383379 1°34'54.2933"	N 440612.2833 E 855843.8407	0.999936943880 -1°33'05.4700"	1505.9421	N 14774.9063 E 12342.7050	4927.2735
19	S003 PP2A BM-8	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'50.903951" W106°29'23.802382"	N 4321343.5889 E 717321.3570	1.000181811481 1°34'50.8210"	N 440139.3728 E 855508.2473	0.999937054059 -1°33'08.8177"	1504.9108	N 13211.9707 E 11937.7731	4923.9433
20	RAVEN	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'33.378818" W106°29'36.596702"	N 4320794.8120 E 717028.5038	1.000180244350 1°34'41.9818"	N 439609.2372 E 855182.8170	0.999937182908 -1°33'16.8870"	1497.5575	N 11445.0732 E 10915.2643	4899.9040
21	S002 32133 514	2 1/2" DIA. BRASS CAP ON PIPE	N39°01'10.182583" W106°29'48.821139"	N 4321920.9151 E 7186710.4485	1.000178542736 1°34'35.6956"	N 440752.4341 E 854933.5050	0.999936917509 -1°33'24.2078"	1484.9278	N 15174.3049 E 10000.0579	4858.3344
22	S007 514 819	3 1/4" DIA. ALUMINUM CAP ON PIPE SET IN CONCRETE	N39°00'19.031195" W106°29'48.056117"	N 4320344.6715 E 718785.0207	1.000178838158 1°34'34.2530"	N 439178.1553 E 854892.8828	0.999937299159 -1°33'22.9143"	1432.5852	N 9999.5583 E 10000.2733	4887.8432
23	SH04	N.G.S. MARKER IN MONUMENT BOX	N39°00'38.690047" W106°29'05.808511"	N 4320957.1913 E 719209.8203	1.000191971444 1°35'39.2904"	N 439839.8384 E 857369.2291	0.999937180450 -1°32'19.4288"	1472.4810	N 11720.8413 E 10805.6058	4817.9109

GENERAL NOTES:

- 1.) GEODETIC, UTM, AND SPS COORDINATES BASED UPON THE NAD 83 (1992) DATUM.
- 2.) UNIVERSAL TRANSVERSE MERCATOR (UTM) COORDS. ARE ZONE 12.
- 3.) STATE PLANE SYSTEM (SPS) COORDS. ARE COLORADO CENTRAL ZONE.
- 4.) LOCAL COORDINATE SYSTEM (LCS) COORDS. BASED UPON BFF COORDS. ON PANAL POINT (PP) PP2A AND THE BFF BEARING BETWEEN PP2A AND PP5 OF S 04°45'28" W.
- 5.) ELEVATIONS BASED ON SH04 (NGS BM D 428)
METER = 1472.481 / LCS-BFF = 4817.9109
- 6.) GPS SURVEY WAS COMPLETED IN JANUARY, 1995
POINT NUMBERS DENOTED BY * WERE MONUMENTED
BY KLH ENGINEERING IN DECEMBER 1994.
- 7.) Δ = O.M. LANDFILL 1994 GPS SURVEY CONTROL
(ESTABLISHED BY MESA COUNTY, FILE GPS-LF)
REVISED 01-17-95
- 8.) \odot = O.M. LANDFILL 1995 GPS POINT

LAND SURVEY DEPOSIT
MESA COUNTY SURVEY OFFICE.
DATE _____
BOOK _____ PAGE _____
DEPOSIT No. _____

FACILITIES
DEPARTMENT
VT DIVISION



HARD COPY
O.M. LANDFILL
1995 GPS SURVEY CONTROL
T2S, R1E, UTE PM

SHEET 3 OF 4
FILE 95CTRL.DWG
PROJECT NO. 94047

BOCC 2014-260

**MESA COUNTY AMENDMENT AGREEMENT
#MCA 95-068**

Mesa County Agreement #MCA 95-068 as amended, by and between Green Group Holdings (GGH) Mesa, LLC, hereinafter referred to as Company; and the County of Mesa, Colorado, hereinafter referred to as County, is hereby amended as follows effective January 1, 2015, per this agreement signed this 3th day of December, 2014.

WITNESSETH:

WHEREAS, the Company and County originally contracted for the provision of landfill services on August 29, 1995 through Mesa County Agreement #MCA 95-68 as amended, and

WHEREAS, the terms of #MCA 95-68 as amended, provides for an annual amendment process:

NOW, THEREFORE, effective January 1, 2015, Exhibits A, D, G, I, J and K associated with MCA-95-68 as amended, shall be deleted in their entirety to be replaced with the attached Exhibits A, D, G, I, J and K.

Except as herein specifically amended all other terms and conditions of Mesa County Agreement #MCA 95-68 as amended, shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this agreement as of the day and year first above written.



BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

By: John Justman
John Justman, Chair

ATTEST:

[Signature]
Clerk & Recorder

GGH MESA, LLC

By: Ernest C Kaufmann
Ernest C. Kaufmann, Manager

EXHIBIT A
Scope of Work
(Version- January 2015)

1.0 ABSTRACT

The Operator will be responsible for managing daily landfill, transfer station and composting facility operations. These responsibilities include, but are not limited to: acceptance of waste, collection of tipping fees, and the provision of the personnel and equipment (except equipment provided by County) needed to operate the County's waste management system (with the exception of the Hazardous Waste Collection Facility which is operated solely by Mesa County) as defined by Exhibit B (see original contract) in full compliance with all regulatory requirements.

The Operator shall administer special projects as assigned by County. The Operator will complete special projects on a force account basis as detailed within the State of Colorado Standard Specifications for Road and Bridge Construction. The Operator shall submit a detailed special project budget to the County for approval prior to initiating force account work.

The County will maintain ownership and control over the waste disposal system, initiate and complete any project it chooses (excluding those relegated to the Operator as budgeted for within Exhibit G) and set tipping fees.

Through ongoing communication and application of the operating agreement, the County shares long range planning responsibility with the Operator.

2.0 SOLID WASTE MANAGEMENT SERVICES OF THE OPERATOR WITHIN THE CERTIFICATE OF DESIGNATION

By way of example, not of exclusion, a list of solid waste management services the Operator shall perform, subject to County's approval of the associated budget, includes:

2.1 The Operator, as part of its daily operations, will:

- 2.1.1 Carry out all refuse disposal operations including, but not limited to, cover stockpiling, fill and cover placement and compaction, construction, co-disposal, control of surface and subsurface drainage, and nuisance prevention.
- 2.1.2 Direct within the premises described herein all manner and form of organic and/or inorganic solid materials in accordance with applicable permits, regulations and County policy.

- 2.1.3 Not knowingly allow non-County generated waste and regulated quantities of hazardous waste (liquids, solids, or waste of any kind) to be deposited in or upon any of the premises described herein, without prior written consent from the County.
- 2.1.4 Provide assistance, when requested by Mesa County, with the management of the “Industrial & Special Waste Management Plan in conformance with any local, state and federal governing regulation.

2.2 As needed the Operator will:

- 2.2.1 Construct and maintain the temporary roads, berms, embankments, ditches, stream diversions as shown within the updated 2013 Mesa County Engineering Design and Operations Plan currently being reviewed by CDPHE, the annually renewed site sequencing plan, or other items as needed to maintain efficient operations.
- 2.2.2 Maintain the fixed infrastructure provided by the County. Provide manufacturer specified lubrication, normal daily/periodic maintenance and replacement of wear parts for the heavy equipment provided by County.
- 2.2.3 Operate and maintain Operator furnished equipment and County-furnished or owned equipment and facilities; provide trained personnel at each facility it manages; furnish all supplies, materials and utilities; provide and manage billing and collection services. The Operator will be financially responsible for damage(s) to County owned equipment and facilities resulting from the negligence of their employees and/or subcontractors in accordance with and limited to, the Operator’s General Liability Insurance.
- 2.2.4 Responsible for all County owned or leased areas of each transfer station site, and properties within the system’s Certificate of Designation. The Operator shall exert full control over the actions of all employees and/or subcontractors in the performance of their work. The Operator shall exclude from all system sites persons who have no purpose related to the work or its inspection and may require all persons on all sites to observe regulations required of their employees. No business operation not directly associated with the system shall be conducted from any system site.
- 2.2.5 Keep closure and post-closure care of the areas disturbed by their activities concurrent with operations. Sections of the landfill which have reached final elevation will be graded, receive soil amendments (fertilizer and/or organic material) and be seeded during the first favorable seeding period following their attainment of final elevation.
- 2.2.6 Restrict vehicular access in closed and/or inactive areas of the Certificate of Designation Area to designated travel routes.

- 2.2.7 Perform litter pickup/abatement within the Certificate of Designation Area, all landfill equipment, grounds, and the public highways and roads within one mile of the Landfill such that conditions are clean, neat, sanitary and acceptable to the County.
 - 2.2.8 Provide regular maintenance of flare skid components and condensate pumps associated with the Methane Gas Collection and Control System, such as greasing blower bearings and pulling pumps for trouble-shooting and basic repairs.
 - 2.2.9 The Operator will extend vertical and horizontal pipes associated with methane gas well extraction and condensate drainage. The Operator is responsible if the operator breaks a riser or header while performing operations. The County will furnish the pipe and material.
- 2.3 On an annual basis the Operator will:
- 2.3.1 By March 31 of each year, the Operator shall develop a site sequencing plan and construction documents which complements the updated 2013 Mesa County Engineering Design and Operations Plan. The site sequencing plan and its supporting documentation shall be developed in draft form and submitted to the County for comment and approval prior to implementation. As a minimum, the plans shall provide an eighteen month projection of total air space to be consumed, in place waste volumes, required and available cover materials, location of stock-piled cover, staging areas and other details associated with the sequencing of daily operations. The sequencing plan will also provide a five year projection of the need for liner and/or cap construction at the landfill.
- The Operator will be provided by the County updated aerial photographs and digitized computer data detailing the topography of the County Landfill site. This data will be provided in uncompressed TIFF files, DWG or DXF formats
- 2.4 The Operator is responsible for maintaining the system's regulatory compliance and permits. Such work to include, by way of example not of exclusion:
- 2.4.1 Responsible for compliance with applicable federal, state, and local laws, codes and regulations in connection with the performance of the work. The Operator shall also adhere to generally accepted engineering and industry operating standards in the completion of its work. The Operator agrees to notify the County of any deficiency or violation which the Operator discovers at or in any part of the Solid Waste Management System.
 - 2.4.2 Keep and maintain operating records; site safety manual, records of all safety meetings and personnel training, correspondence regarding the facility operation as well as any records required by the County.

- 2.4.3 Assist and support the County as requested in modifying the Engineering Design and Operations Plans of system components to improve efficiency, or attaining/maintaining regulatory compliance. The Operator will recommend modifications to the Mesa County Engineering Design and Operation Plan in keeping them contemporary with regulatory requirements and efficient solid waste management operations.
- 2.5 The Operator shall also provide reports to the County as requested. Such reports shall include the following:
 - 2.5.1 Provide the County with records detailing their activities related to the disposal and composting systems, their finances, equipment and regulatory compliance as requested. This provision shall include monthly and annual reports as defined by the County.
 - 2.5.2 Provide the County with copies of reports detailing its work, or the work of its subcontractors. The County shall be a full and equal partner in the reporting and communications processes between the Operator and any subcontractor during, or subsequent to any subcontracted work.
 - 2.5.3 Annually, or upon request, the Operator will provide the County with a detailed listing of equipment purchased for use within the County waste system.
- 2.6 Operator shall provide a traffic spotter to work on the tipping desk of the landfill. A primary responsibility of this employee will be to monitor loads entering the facility and direct the public to unload materials in a manner which will encourage utilization of the composting, hazardous waste and scrap metal recycling facilities.

3.0 TRANSFER STATION RELATED RESPONSIBILITIES OF THE OPERATOR

- 3.1 By way of example, not of exclusion, a list of transfer station services the Operator will perform includes:
 - 3.1.1 Provide gate attendants to collect gate fees, direct disposal and recycling activities, and provide lifter control during all hours of operation.
 - 3.1.2 Provide containers of adequate size to collect bulky and non-bulky refuse.
 - 3.1.3 Provide necessary manpower and equipment to transport refuse to the Mesa County Landfill at intervals which prevent nuisance conditions.
 - 3.1.4 Remove litter along the access route and the immediate area of the transfer stations.

- 3.1.5 Maintain perimeter fencing, gatehouse, access roads, disposal areas, retaining walls, container pads, and provide utilities as needed.

4.0 COUNTY RESPONSIBILITIES

- 4.1 The County's primary responsibility, through its Solid Waste Management Division, will be administration of the solid waste management system operating agreement. By way of example, not exclusion, these responsibilities include:

- 4.1.1 Furnish heavy equipment as specified by Exhibit K. The County shall also provide warranties, warranty associated costs, and overhauls for the equipment specified in Exhibit K. Once any County owned equipment (within Exhibit K) is out of its factory warranty period the repair and/or overhaul of the equipment (beyond normal maintenance, wear parts and/or operator negligence) shall be at the expense of Mesa County.

The County shall be responsible for repairs (including compactor wheels and cleats) and repair costs including labor, exclusive of the Operator responsibilities referenced in Section 2.2.3. The expense of any such repair of County equipment shall be paid directly to the service provider by Mesa County without any markup by the Operator.

- 4.1.2 Provide the physical damage coverage under Property insurance and General Liability insurance associated with any equipment and buildings or structures furnished by County.
- 4.1.3 Pay the lease associated with the use/occupancy of the Molina Transfer Station site.
- 4.1.4 Initiate and undertake projects at its discretion in sustaining efficient landfill/transfer station operations or in the development of an integrated solid waste management system.
- 4.1.5 Take the lead, with the cooperation and technical support of the Operator, in fixed infrastructure development, interaction with regulators and long range planning.
- 4.1.6 Work in concert with Operator in planning for efficient day to day operations and the scheduling and selection of third party contractors for Project work.
- 4.1.7 Budget for and manage the development of a groundwater management plan for the landfill.

- 4.1.8 Budget for and manage permits issued by the Solid Waste and Hazardous Materials, Air Quality and/or Water Quality Divisions of the Colorado Department of Public Health and Environment.
- 4.1.9 Maintain the closure and post-closure reserve accounts required by regulation.
- 4.1.10 Develop and administer a quality assurance program associated with the special project (force account) work completed by the Operator.
- 4.1.11 Revise the Landfill's Closure/Post-Closure Plan as required by regulation.
- 4.1.12 Responsible for payment of water bills from Clifton Water District.
- 4.1.13 Responsible for the purchase of fertilizer (urea) used at the composting facility.
- 4.1.14 Responsible for the purchase of fuel used within the system.
- 4.1.15 Administer and approve all waste accepted for disposal under the Mesa County Solid Waste Industrial & Special Waste Plan.

5.0 SPECIAL PROJECT RESPONSIBILITIES OF OPERATOR AND COUNTY

- 5.1 Landfill Cap Stormwater Down-Structure Construction/Maintenance
 - 5.1.1 County will provide all design plans associated with construction activities.
 - 5.1.2 County will purchase all required construction materials and additional equipment if needed.
 - 5.1.3 If required, the County to be responsible for managing and administering a quality assurance/quality control program associated with the construction.
- 5.2 Tire Bailing
 - 5.2.1 Operator to manage the site tire collection area and bale tires according to the number specified in the submitted Operations Budget. The County understands that this number might be less depending on the amount of tires collected throughout the year.

EXHIBIT D
Hours of Operation
(Version – January 2015)

Mesa County Landfill

Monday – Friday	7:00 a.m. – 5:00 p.m.
Saturday	8:00 a.m. – 4:30 p.m.
Sunday	CLOSED

Transfer Station Sites

Fruita
Wednesday, Thursday, Saturday 9:00 a.m. – 5:00 p.m.

Gateway
1st & 3rd Saturday of each month 9:00 a.m. – 2:00 p.m.

DeBeque
2nd & 4th Saturday of each month 9:00 a.m. – 2:00 p.m.

Molina
Tuesday, Friday, Saturday 9:00 a.m. – 5:00 p.m.

Organic Materials Composting Facility

Tuesday – Saturday 8:00 a.m. – 4:30 p.m.

ALL MESA COUNTY SOLID WASTE MANAGEMENT FACILITIES WILL BE **CLOSED** ON THE FOLLOWING 2015 OBSERVED HOLIDAYS:

- **Monday, May 25, 2015 - MEMORIAL DAY**
- **Saturday, July 4, 2015 - INDEPENDENCE DAY**
- **Monday, September 7, 2015 - LABOR DAY**
- **Thursday, November 26, 2015 - THANKSGIVING DAY**
- **Thursday, December 24, 2015 - CHRISTMAS EVE DAY**
- ***OPENED 7:00am-12:00pm - CHRISTMAS EVE DAY***
- **Friday December, 25, 2015 - CHRISTMAS DAY**

DURING PERIODS OF INCLEMENT WEATHER, OPERATOR MAY CLOSE THE WASTE MANAGEMENT FACILITIES IN COMPLIANCE WITH REGULATORY AND/OR PUBLIC SAFETY CONCERNS. UPON SUCH UNANTICIPATED CLOSURES, ATTEMPTS WILL BE INITIATED BY OPERATOR TO NOTIFY THE PUBLIC AND COMMERCIAL HAULERS.

EXHIBIT G
Operations Budget
 (Version – January 2015)

ITEM	DESCRIPTION	YEAR 2015						TOTAL 2015	2014
		LANDFILL	COMPOST	FRUITA	MOLINA	GATEWAY	DEBEOUE		
51000	PERSONNEL	\$ 731,211.33	\$ 177,878.49	\$ 28,981.64	\$ 27,967.25	\$ 3,901.50	\$ 3,901.50	\$ 973,841.71	\$ 1,003,055.95
52090	EQUIPMENT	\$ 284,417.45	\$ 74,538.50	\$ 748.75	\$ 413.75			\$ 360,118.45	\$ 370,922.00
51510	TEMP PERSONNEL	\$ 15,000.00						\$ 15,000.00	\$ 15,450.00
51930	PHYSICALS/DRUG SCREENS	\$ 1,000.00						\$ 1,000.00	\$ 1,030.00
53410	WASTE HAULING-Landfill Subcontracted Srvs	\$ 3,700.00						\$ 3,700.00	\$ 3,811.00
54050	ENGINEERING FEES	\$ 10,000.00						\$ 10,000.00	\$ 10,300.00
54070	ACCESS ROAD-LF Prop Maint	\$ 4,000.00						\$ 4,000.00	\$ 4,120.00
55010	BONDING COST	\$ 6,000.00						\$ 6,000.00	\$ 6,180.00
55030/55040	INSURANCE (Poll/Auto/GL/Umb)	\$ 50,000.00						\$ 50,000.00	\$ 51,500.00
56010	COMMUNICATIONS	\$ 7,500.00	\$ 950.00	\$ 500.00	\$ 725.00	\$ 500.00	\$ 500.00	\$ 10,675.00	\$ 10,995.25
56020	OFFICE SUPPLIES	\$ 10,000.00						\$ 10,000.00	\$ 10,300.00
56030	TRAINING	\$ 5,000.00						\$ 5,000.00	\$ 5,150.00
56040	TRAVEL	\$ 10,000.00						\$ 10,000.00	\$ 10,300.00
56050	OPERATING SUPPLIES	\$ 30,000.00	\$ 6,000.00					\$ 36,000.00	\$ 37,080.00
57010	ELECTRICITY	\$ 11,500.00		\$ 800.00	\$ 2,300.00	\$ 550.00	\$ 250.00	\$ 15,400.00	\$ 15,882.00
57012	PROPANE	\$ 5,000.00						\$ 5,000.00	\$ 5,150.00
57030	SEWER/POR-T-A-JOINS	\$ 960.00	\$ 960.00	\$ 840.00	\$ 1,960.00	\$ 1,100.00	\$ 1,960.00	\$ 7,580.00	\$ 7,807.40
57050	BUILDING/PROPERTY MAINT	\$ 12,000.00						\$ 12,000.00	\$ 12,360.00
57060	PERMIT EXPENSE	\$ 750.00						\$ 750.00	\$ 772.50
57070	SECURITY EXPENSE	\$ 750.00						\$ 750.00	\$ 772.50
72030	ACCOUNTING	\$ 4,000.00						\$ 4,000.00	\$ 4,120.00
72040	PROFESSIONAL FEES	\$ 1,000.00						\$ 1,000.00	\$ 1,030.00
75020	POSTAGE AND FREIGHT	\$ 2,500.00						\$ 2,500.00	\$ 2,575.00
	OPERATIONAL SUBTOTAL	\$ 1,206,288.78	\$ 260,326.99	\$ 31,870.39	\$ 33,266.00	\$ 6,051.50	\$ 6,511.50	\$ 1,544,315.16	\$ 1,590,644.61
	6% O.H.-EXCLUDES EQUIP & FUEL	\$ 55,312.28	\$ 11,147.31	\$ 1,867.30	\$ 1,971.14	\$ 363.09	\$ 390.69	\$ 71,051.80	\$ 73,283.36
	TARGET COST	\$ 1,261,601.06	\$ 271,474.30	\$ 33,737.69	\$ 35,237.14	\$ 6,414.59	\$ 6,902.19	\$ 1,615,366.96	\$ 1,663,927.97
	TARGET FEE(12%)	\$ 151,392.13	\$ 32,576.92	\$ 4,048.52	\$ 4,228.46	\$ 769.75	\$ 828.26	\$ 193,844.04	\$ 199,659.36
	OPERATIONS GRAND TOTAL	\$ 1,412,993.19	\$ 304,051.22	\$ 37,786.21	\$ 39,465.59	\$ 7,184.34	\$ 7,730.45	\$ 1,809,211.00	\$ 1,863,487.33
	SPECIAL PROJECTS								
	1 FOOT LINER CONSTRUCTION	\$ -							
	STORMWATER/DRAINAGE CONSTRUCTION	\$ 55,000.00							
	TIRE PROCESSING(150 BALES @ \$120)	\$ 18,000.00							
	SPECIAL PROJECTS GRAND TOTAL	\$ 73,000.00							

EXHIBIT I
Staffing Plan
 (Version – January 2015)

POSITION	NUMBER (A)	STAFFING PLAN FOR LANDFILL OPERATIONS (WAGE/SALARY + BURDEN PERCENTAGE)=B			ANNUAL COST (C) = A x B
SYSTEM MANAGER	1	\$76,896	+	30.05%	\$ 99,743.15
REGIONAL MANAGER	0.20	\$30,000	+	30.05%	\$ 39,015.00
LANDFILL					
EQUIPMENT OPER.	1	\$58,437	+	30.05%	\$ 75,997.32
	1	\$50,469	+	30.05%	\$ 65,634.93
	1	\$58,495	+	30.05%	\$ 76,072.75
SERVICE PERSON	1	\$52,057	+	30.05%	\$ 67,700.13
MECHANIC ASSISTANT	1/2	\$40,000	+	30.05%	\$ 26,010.00
TRUCK DRIVER	1	\$52,836	+	30.05%	\$ 68,453.12
LABORER/TRAFFIC SPOT	1/2	\$40,000	+	30.05%	\$ 26,010.00
	1	\$31,485	+	30.05%	\$ 40,946.24
CLERICAL/OFFICE	2	\$28,249	+	30.05%	\$ 36,737.82
		\$31,730	+	30.05%	\$ 41,264.87
ACCOUNTANT	1	\$65,500	+	30.05%	\$ 85,182.75
TOTAL LANDFILL PERSONNEL COSTS					\$ 748,768.08

POSITION	NUMBER (A)	STAFFING PLAN FOR TRANSFER STATION OPERATIONS (WAGE/SALARY + BURDEN PERCENTAGE)=B			ANNUAL COST (C) = A x B
<i>MOLINA</i> Office /Operator	1@24Hrs/Wk	\$21,505	+	30.05%	\$ 27,967.25
<i>FRUITA</i> Office/Labor/Operator	1@24Hrs/Wk	22,285	+	30.05%	\$ 28,981.64
<i>DeBEQUE</i> Office/Truckdriver	1@10Hrs/Mth	\$3,000	+	30.05%	\$ 3,901.50
<i>GATEWAY</i> Office/Truckdriver	1@10Hrs/Mth	\$3,000	+	30.05%	\$ 3,901.50
TOTAL TRANSFER STATION PERSONNEL COSTS					\$ 64,751.90

POSITION	NUMBER (A)	STAFFING PLAN FOR COMPOSTING OPERATIONS (WAGE/SALARY + BURDEN PERCENTAGE)=B			ANNUAL COST (C) = A x B
MANAGER/OPERATOR	1	\$56,464	+	30.05%	\$ 73,431.43
OPERATOR/DRIVER	1@35Hrs/Wk	\$42,825	+	30.05%	\$ 55,433.81
SCALE HOUSE/UTILITY	1	\$37,688	+	30.05%	\$ 49,013.24
TOTAL COMPOSTING PERSONNEL COSTS					\$ 177,878.49
TOTAL PERSONNEL COSTS					\$ 991,398.46

EXHIBIT K

**Listing of Equipment (rolling stock) to be provided by County
(Version-January 2015)**

Landfill and Transfer Station Related Equipment

Bobcat 773 - Skid Loader
John Deere 310 - Backhoe Loader
(2) Alloy Walking Floor Trailers
J & J Walking Floor Trailer
(2) Caterpillar 826H, Landfill Compactors
Caterpillar 627G – Scraper
Mack, CH600 - Semi Tractor
Galbreath, AROR250 – Roll-Off Trailer
International 7600 – Semi Tractor
Clement, Roll-Off Trailer
Ford F650 Service Truck
Bowie Hydro-Mulcher - Victor 1100

Organic Materials Composting Facility Related Equipment

Vermeer TG400A – Grinder
Aeromaster PT- 130 - Windrow Turner with 3000 Gallon Water Wagon
Retech, Prospector Model - Trommel Screen
(2) Caterpillar 928HZ Wheel Loaders
Terex, TX760 - Backhoe/Loader
Compost Bagger, Rotochopper, Go-Bagger, Jr.
Goodwin HL110M Water Pump
Trinity, Eagle Bridge Conveyor Floor Trailer
John Deere 7320,7330 & 6150R – Agricultural Tractors
Aeromaster PT-170 – Windrow Turner
Supreme, Enviro-Processor 700T