

**AGREEMENT BETWEEN**

**BOULDER COUNTY**

**AND**

**[INSERT VENDOR]**

**d/b/a/ [INSERT VENODR, if applicable]**

**for Acceptance Of Recyclables at Boulder County Recycling Center  
Located at 1901 63rd Ave., Boulder, Colorado, 80301**

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THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and [ENTER VENDOR same as above] ("Contractor" and/or "Hauler" / "Supplier").

**RECITALS:**

Recyclable materials shall be accepted at the Boulder County Recycling Center ("RC"), located at 1901 63rd St., Boulder, Colorado, for processing and sales to interim or end use markets. Acceptance of Recyclable Materials is contingent upon the conditions listed below.

Supplier is defined as any provider of recyclable materials to the RC. Hauler is defined as any entity delivering Recyclable Materials to the RC and registered by the County. It is acknowledged by all parties that the Supplier and Hauler may be two different entities or a single entity.

**NOW THEREFORE**, In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The above recitals and *Attachment A – Unacceptable Materials Screening Program*, and any alterations and/or modifications to this attachment, are expressly incorporated into this Contract by this reference.

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing recyclable material delivery as specified in this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with this Contract.

a. Hours of Operation. RC hours will open to designated vehicles routinely between 7 am and 5 pm Monday through Friday, excluding holidays. The facility will also be open on Saturdays which follow holidays and special hours by appointment. Appointments can be made by contacting EcoCycle at (720) 564-2228.

b. Unacceptable Materials. Materials unacceptable at the RC include, but are not limited to, non-Recyclable Materials and Hazardous Waste. A listing of Unacceptable Materials is included as Attachment A. Suppliers/Haulers are responsible for all damages, losses and expenses incurred as a result of Unacceptable Materials delivered to the RC by Supplier/Hauler.

c. Hauler Licensure. Haulers delivering Recyclable Materials to RC shall be licensed by the County. Licensure shall be activated once the following is provided:

- **Complete the Hauler Application Form** (located at [www.bouldercounty.org/doc/rc/wastehaulerlicenseapplication.pdf](http://www.bouldercounty.org/doc/rc/wastehaulerlicenseapplication.pdf))
- **Complete and sign the Self-Certification Form** (located at [www.bouldercounty.org/doc/rc/wastehaulerselfcertificationform.pdf](http://www.bouldercounty.org/doc/rc/wastehaulerselfcertificationform.pdf))
- **Calculate your license fee** based on an annual fee of \$50.00 for up to the first three vehicles (if you operate one, two, or three vehicles, the cost is \$50.00). Each additional vehicle is \$10.00 (i.e., if you operate four vehicles, the cost is \$60.00).
- Send the two forms referred to above and your license fee payment to the address below with checks made **payable to Boulder County Treasurer**:

Boulder County Resource Conservation Division  
Attn: Hauler License Unit  
1901 63rd Street  
Boulder, CO 80301

Upon receipt of Hauler's completed Application, Self-Certification Form and payment, the County will issue the Hauler License. With issuance of Hauler license, Hauler will receive the appropriate number of windshield stickers for its vehicles. Forms can be found online at [www.bouldercounty.org/env/trash/pages/haulerlicense.aspx](http://www.bouldercounty.org/env/trash/pages/haulerlicense.aspx). For questions, please call (720) 564-2220.

License can be applied for during initial vehicle visit to the RC by contacting the Boulder County Resource Conservation Division on the second floor of the RC's administrative building between 8 am and 4:30 pm Monday through Friday. Complete license information must be on file before materials payment (if any) can be issued. Vehicles delivering material to the RC shall display their current-year hauler license decal in the windshield of the vehicle.

d. Hauler Driver Requirements. Operators of vehicles used to deliver recyclables to RC on behalf of Contractor shall:

- Obtain hauler license from County

- Obtain all permits, licenses or other approvals required by local, state or federal government
- Drive safely and accommodate other vehicles maneuvering in the yard
- Obey safety rules and report any safety problems or accidents to the Scale House attendant
- Access RC yard via Arapahoe Road and 63rd St.
- Be aware of load contents, source of recyclables - be sure to verify where to tip load with Scale House attendant
- Approach the scale correctly to avoid damage to the structure or unsafe conditions
- Stay with vehicle and not wander into RC - wear appropriate protective gear if access to RC is necessary (hard hat and eye protection at minimum)

e. Insurance. Haulers shall provide a copy of their automotive insurance card upon execution of this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on [START DATE] and shall continue through [END DATE].

4. Rate Structure: Payment or charges may be associated with the recyclables supplied to the RC depending on the materials quality and the market price. Payments/charges are dynamic and subject to change without prior notice as a function of the market. At any time either the County may provide information pertaining to the quality of Recyclable Materials delivered to the RC. The County has sole right to evaluate whether an alternative payment/charge should apply to the materials. County reserves the right to adjust the processing fee in alignment with product quality.

a. Notwithstanding the foregoing, effective April 2, 2017, rates for source separated fiber materials, which include old corrugated cardboard (OCC), sorted white ledger (SWL), mixed paper (MP), old newspaper (ONP) and sorted office paper (SOP), shall be as set forth below:

i. County will pay for the delivery of the above materials to the RC based on the following volumes:

A. Small Volume. Small Volume shall refer to total volume of material delivered by Contractor of less than 499 tons per year. In the event Contractor delivers a Small Volume of material during any year under this Contract, the price per ton for all material delivered during such year shall be equal to fifty percent (50%) multiplied by (OBM SW High price less \$25.00 per ton processing fee).

B. Mid Volume. Mid Volume shall refer to total volume of material delivered by Contractor of more than 499 tons per year

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but less than 1,501 tons per year. In the event Contractor delivers a Mid Volume of material during any year under this Contract, the price per ton for all material delivered during such year shall be equal to sixty percent (60%) multiplied by (OBM SW High price less \$25.00 per ton processing fee).

C. High Volume. High Volume shall refer to total volume of material delivered by Contractor of 1,501 tons or more per year. In the event Contractor delivers a High Volume of material during any year under this Contract, the price per ton for all material delivered during such year shall be equal to seventy-five percent (75%) multiplied by (OBM SW High price less \$25.00 per ton processing fee).

5. Renewal of Contract Term: This Contract shall automatically renew for four one-year periods through [ENTER DATE (first year plus 4 additional)], unless terminated in writing (including by electronic mail) by either party with 30 days' notice.

6. Quality of Performance: The Contractor shall perform the Contract in a manner in accordance with industry standards. The County shall be the sole judge of the quality of performance.

7. Reserved.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Reserved.

10. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports that is required by applicable law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information, subject to and in accordance with any confidentiality obligations of Contractor to such third parties.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

**Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.**

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County

terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

- b. In the event the County exercises the termination right specified in paragraphs 14(a) this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, by electronic mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: Darla Arians  
Boulder County Resource Conservation Division  
1901 63rd Street  
Boulder, CO 80301  
[darians@bouldercounty.org](mailto:darians@bouldercounty.org)

For the Contractor: [ENTER NAME, ADDRESS, and EMAIL]

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Reserved.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. Complete Agreement/Binding Effect: This Contract represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith .

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

27. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a

fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the date set forth below.

**COUNTY OF BOULDER  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_  
Clerk to the Board of Commissioners

\_\_\_\_\_  
By: Cindy Domenico  
Title: Vice-Chair, Board of County  
Commissioners  
Date: \_\_\_\_\_

**[VENDOR NAME]:**

\_\_\_\_\_  
By: **[ENTER NAME]**  
Title: **[ENTER TITLE]**  
Date: \_\_\_\_\_

(If this Contract is executed on behalf of a corporation, it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)



**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

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

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

## UNACCEPTABLE MATERIALS SCREENING PROGRAM

### **Program Purpose**

The Unacceptable Materials Screening Program (UMSP) which includes load-checking procedures, is intended to prevent suspected hazardous wastes from entering the Boulder County Recycling Center (RC) and to comply with Section 2.1.2 of the Regulations Pertaining to Solid Waste Disposal Sites and Facilities 6CCR1007-2. The program is designed to detect suspected hazardous waste and prevent it from entering the RC, identify the transporter delivering the suspected hazardous waste to the RC, and/or remove suspected hazardous waste from the material delivered to the RC.

### **Unacceptable Materials**

The RC is prohibited from knowingly accepting the following: hazardous wastes, regulated under 6CCR1007-2, friable asbestos, liquid wastes, medical or infectious wastes. A list of unacceptable wastes is attached. This list, included for general guidance, is not intended to include all unacceptable waste. From time to time, the list may be amended.

### **Acceptable Materials**

Materials which can be received are recyclable materials including glass, plastic, aluminum and steel containers, drink boxes and milk cartons, newspaper, kraft bags and corrugated container, mixed paper (junk mail, chipboard, etc.), magazines, high grade paper (sorted ledger, computer printout, etc.), low grade paper and telephone directories. The list of materials may be amended from time to time. All source separated materials must be of high enough quality to facilitate direct baling.

### **Public Notice and Information**

Signs have been posted at the RC gate/entrance stating “ABSOLUTELY NO HAZARDOUS MATERIAL, TOXIC SUBSTANCES, LIQUIDS OR OTHER UNACCEPTABLE WASTE ACCEPTED.”

Information is also contained in handouts made available to facility users. Facility users will be notified that they retain responsibility for any hazardous waste or other unacceptable material detected in their loads. The handout will also provide information regarding the proper disposal of hazardous waste or other unacceptable materials.

### **Load-Checking Procedures**

The load check program includes general questions, to be used as a guide, for site employees to ask facility users regarding the contents of their vehicles, routine examination of recyclable materials dumped on the tip floor of the receiving area; examination of suspicious loads, detailed inspection of random loads; and examination of material processed on the sort lines.

### **Initial Screening**

All drivers, entering the RC will be questioned at the gate regarding the contents of their load. The questions asked will depend somewhat on the type of vehicle and whether the account is a

commercial hauler or a residential load. Multi-family residential units are considered residential loads at the RC.

Haulers carrying suspected household hazardous waste will be allowed to proceed to dump recyclable materials if the household hazardous wastes can be easily separated (for example, a hauler with several cans of paint along with approved recyclable materials), or directed to exit the RC if the suspected household hazardous waste cannot be easily separated. If permitted to use the facility, the scale house personnel will contact the tip floor employees (via radio) to ensure that the household hazardous waste material is removed from the load of recyclable material and removed from the RC by the driver or isolated and contained.

### **Routine Inspection**

Material dumped on the tipping floor will be routinely inspected for the presence of suspected hazardous waste. Equipment operators and tip floor spotters have been trained to identify suspected hazardous waste. Suspected hazardous waste will be isolated and contained. If any personnel observe unacceptable wastes being unloaded, they will halt the unloading operation and summon the operations supervisor, facility manager, or Owner. Non-hazardous unacceptable waste will be reloaded and removed by the hauler.

Any suspected hazardous waste encountered will be isolated and contained. An attempt will be made to identify the hauler. The facility manager will notify the Owner and coordinate the proper removal of the suspected hazardous waste from the RC. If the hauler cannot be identified, the Owner will contact the hazardous waste contractor promptly for removal and proper disposal of the suspected hazardous waste.

### **Random Load Screening or Suspicious Loads**

Vehicle load checks will be performed in a similar manner whether they are random checks or checks performed on suspicious loads. Checks on suspicious loads would be determined based on past experience, material source, visual observations at the scale house, loader operator judgment, or information obtained from the driver. A minimum of two random load checks will be performed each week using the protocol outlined below.

1. The driver will be notified that an inspection of the load is to be performed to determine if suspected hazardous wastes are present and that the driver must remain at the RC until the inspection is completed. If the driver refuses to allow the load check to be performed, the driver will be directed to leave the RC. The Operator will notify the RC Owner of the refusal. The notification will include the reasons why the vehicle was scheduled for a load check (random screening or suspicious load), the license number of the vehicle, the hauling company, the drivers name, if available, and the reason provided, if any, for the driver not allowing the vehicle load to be inspected.
2. The driver will be directed to dump the load at a designated area in the receiving area of the RC. The load-checking area will be separated from areas where other material is being dumped.

3. The load checker will inspect materials visually or by using a rake or other hand held tools looking for unacceptable material. The load may be spread out by motorized equipment used for recycling operations.
4. The hauler, driver, license number of vehicle delivering the load, type of material received, materials found in the load, and the name of the person inspecting the load will be recorded on the load check recording form. If no unacceptable material is found, the driver will be allowed to leave the facility.
5. If non-hazardous unacceptable material is found during the load check, the driver will be notified that the materials are not accepted at the facility, and that the driver is responsible for removing them from the facility. RC will not accept any closed containers that are not approved or easily identifiable and we will also not attempt to open any containers which are not easily classified. These containers will not be accepted unless the owner/transporter can address all issues concerning the acceptability of the containers. The intent of the RC is to accept only easily classified and recyclable containers that have been rendered useless by being open and empty.
6. If unacceptable material is found, the inspector will record type of waste found, and amount of waste found. If the material is suspected to pose an immediate danger to employees, facility users, or to the facility, the Boulder Fire Department and Boulder County Health Department will be notified immediately.
7. The driver or his company will remove unacceptable non-hazardous waste found during the load check. The Operator will notify, in writing, any hauler who attempts to deliver unacceptable waste.
8. In the event that suspected hazardous waste is found in the load, or if the same hauler, company or driver makes repeated attempts to deliver suspected hazardous waste, the Owner, the City of Boulder and the Boulder County Health Department will be notified. More stringent measures, such as civil penalties may be pursued by the Boulder County Attorney's Office.

### **Common Prohibitive Wastes**

#### **Automotive Products**

- Batteries
- Coolant
- Lubricating Oils
- Degreasers
- Fuels

#### **Household Cleaners and Related Products**

- Cleaners
- Drain Openers
- Polishes and Waxes

- Liquid Wastes (any)

Miscellaneous Household

- Batteries
- Smoke Detectors

Medical or Infectious Waste

- Syringes (needles)
- Blood

Fly Ash

Bulk Dead Animals

Demolition Debris

- Pipe or Duct Insulation (Friable Asbestos)

Electronics

Glues and Solvents

PCBs

Plastic Bags and Film Plastic

Pressurized Tanks

- Propane Bottles
- Compressed Air Tanks
- Welding gases

Paints and related products and packaging

- Solvent-based paints
- Water Based Paints
- Oil-Based Paints
- Shellac
- Varnish
- Stains
- Thinner
- Paint Removers

Pesticides

- Insecticides
- Fungicides
- Rodenticides
- Herbicides

Pool Chemicals

- Acids

- Chlorine
- Bromine

Sludges

- Municipal

Wood Treatment Products

- Creosote

SAMPLE