

## AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION AGREEMENT

This AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION AGREEMENT (the "Amendment") is entered into as of ~~July 1~~ Apr. 1, 2020 by and between Sandy City ("City") and Waste Management of Utah, Inc. ("Contractor"). City and Contractor are referred to herein, individually, as a "Party" and jointly as the "Parties".

### RECITALS

- A. City and Contractor are parties to a Residential Solid Waste Collection Service Agreement, with an effective date of December 3, 2015 (the "Agreement"), which Agreement was extended for one additional two-year term by letter dated April 30, 2019, from Sandy City (Matthew Huish and Michael C. Gladbach) to Waste Management of Utah (Blake Leonelli); and
- B. The Parties desire to modify the Agreement with respect to Contractor's containers provided to residents and provision of dumpster program services, as set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Definitions. Unless specifically defined herein, all capitalized terms used in this Amendment shall have the meaning assigned to them in the Agreement.
- 2. Section 1 of the Agreement is modified as follows:

Contractor shall furnish all labor, fuel, trucks, equipment, containers, administration, and all other things required to complete its services hereunder, which shall consist of providing automated residential solid waste refuse and rubbish collection, removal and disposal services by transporting of such waste to the Landfill, automated Recyclable Materials collection including the removal, delivery, and processing of Recyclable Materials, on-demand dumpster services including delivery of the dumpster to residence, pick-up of the dumpster at residence, delivery of the waste materials to the Landfill, and return of the dumpster to the Sandy City Public Works facility or Contractor facility, and an annual curbside leaf collection. A certain number of residences shown in Exhibit "B" will be exempted from waste-collection and recycling services the Contractor will not collect waste or recycled materials from those residences. At some future time all or some of those residences may be added to the collection list. Annual leaf collection and dumpster services will be provided to all City residents including those on Exhibit "B". All services shall be performed at the Contractor's expense, subject to the provisions which provide for payment to the Contractor for such services as provided herein. The Contractor shall not be responsible for services which are clearly the responsibility of the City, such as snow plowing, repair and maintenance of City streets.

3. Section 1(a) of the Agreement is modified as follows:

Services to Residents, Containers. More specifically, as a part of the contract price, the Contractor shall issue to each occupied Sandy residence which does not already have them, both a minimum 95-gallon automated solid waste collection container of good quality and durably made, as well as a minimum 60-gallon automated recycling container all of which shall be approved by the City's Director of Public Works. Individual residents may, at their option choose to obtain additional automated solid waste or recycling containers, which will be issued at an additional monthly charge to that residence, and which must be kept and paid for by the resident for a minimum of three months. After having the solid waste or recycling container for three months, at the request of the resident, the container shall promptly be picked up by the contractor. Such delivery and pick-up of containers shall be performed promptly by the Contractor a more fully set out herein. Except otherwise provided herein, collection of waste shall be made only through use of automated waste collection containers and automated recycling containers provided to residences. Refuse in other containers need not be collected by the Contractor.

4. Section 1(f) of the Agreement is modified as follows:

Dumpster Program. The Contractor will provide all City residents including those listed in Exhibit "B" an on-demand residential dumpster service. The Contractor shall supply at its sole cost all personnel, equipment, and fuel needed to provide this service, including all necessary trucks, dumpsters and drivers. During April 1 through September 30, the Contractor will be capable of providing twenty (20) deliveries and pick-ups each day, Monday through Saturday. During October 1 through March 31, the Contractor will be capable of providing five (5) deliveries and pick-ups each day on Monday, Tuesday, Thursday, and Friday. The service will include the delivery of 30-yard-capacity dumpster to a residential location designated by the City, pick-up at that same location approximately 72 hours after delivery at a time designated by the City, transportation to, and dumping of contents at the "Landfill", then returning the dumpster, at Contractor's discretion, to the Public Works facility, or another address designated by the City, or Contractor's facility. The Contractor will provide a pool of at least twenty (20) 30-cubic yard dumpsters, identified with a Sandy City logo, which may be stored at the Sandy City Public Works facility or Contractor's facility. The Contractor shall maintain reflective diamond grade tape readily visible in artificial light on all corners of the dumpsters.

5. The third paragraph of Section 14(a) of the Agreement is modified as follows:

In addition, the Contractor will supply Sandy City a complete monthly summary of transactions regarding all materials collected under this Agreement, including total waste and Recyclable Materials collected showing type and total, and the total residual material collected as "Recyclable Materials" and disposed of in the Landfill, and the total amount received for sale and delivery of Recyclable Materials. Contractor shall keep records for three years after creation of the record. The City and its agents shall have the right to inspect during business hours the Contractor's books of accounts, receipts, and other accounting



records dealing with the pickup and handling of all Recyclable Materials picked up by the Contractor under this Agreement.

6. Section 14(b) of the Agreement is modified as follows:

Upon request, residents may receive additional automated waste collection or recycling containers from the Contractor. The City shall pay the Contractor \$3.20 per month for each additional waste collection container and \$2.77 per month for each additional Recyclable Materials collection container provided to a residence. Residents must pay for additional containers they request for a minimum of three months after receiving them. The Contractor shall repair all waste collection and recycling containers needing repair as requested by the City or a resident as outlined in Section 1(e). If the repair or replacement is required due to Contractor losing, damaging the container, or due to normal wear and tear of the Container, then the repair or replacement will be done at no cost to the customer or City. If the replacement is required because of damage clearly caused by a customer's obvious negligence or intentional damage, the Contractor may, at its option, bill the City for the cost of the container.

7. Section 14(d) of the Agreement is modified as follows:

The rate for the dumpster program will be \$179.00 for delivery, collection and dumping at the Landfill (not including the tipping fee which the resident or City shall pay in addition), then transportation of the dumpster back to either to the Sandy City Public Works facility, or to another location designated by the City, or Contractor's facility as determined by Contractor. The monthly billing amount will reflect the number of dumpsters serviced by the Contractor multiplied by the individual dumpster fee. In addition, the City will pay Contractor as follows: for April 1 – September 30 (excluding Sundays), if Contractor delivers less than 20 dumpsters on a particular day for reasons other than Contractor error, City will pay Contractor  $\$100 \times (20 - \text{number of dumpsters delivered})$ . For example, if on a Wednesday during May the Contractor only delivers 16 dumpsters under the Dumpster Program, the City shall pay Contractor an additional \$400 for such day ( $\$100 \times (20 - 16)$ ). In addition, if the Contractor is unable to remove a dumpster on the scheduled pickup date due to it being overweight or containing hazardous items, then the City shall be charged a single \$100 trip charge. The cost to the City for the annual curbside leaf collection program is incorporated into the Monthly Home Rate so no additional charge for that service will be reflected in the monthly billing. The parties shall adjust the fee payments made by the City to the Contractor under this Section 14(d) annually in accordance with Section 14(f), except that any such adjustment shall begin on November 1, 2020.

5. Except as otherwise provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. All terms of this amendment will be reevaluated on an annual basis.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment as of the date first set forth above.

SANDY CITY, UTAH

By: Kurt Bradburn

Name: Kurt Bradburn

Title: Mayor

Attest: Wendy D. [Signature]  
City Recorder



WASTE MANAGEMENT OF UTAH, INC.

By: DocuSigned by: Scott Bradley  
2662860BF4064CA...

Name: Scott Bradley

Title: President

1/28/2020

SANDY CITY APPROVALS

Department 7458  
Risk Mgt. CWP  
Budget BK  
Legal Form [Signature]  
Purchasing Compliance [Signature]





# CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY)

12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ACE American Insurance Company 22667 INSURER B: Indemnity Insurance Co of North America 43575 INSURER C: ACE Fire Underwriters Insurance Company 20702 INSURER D: ACE Property & Casualty Insurance Co 20699 INSURER E: INSURER F:
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COVERAGES UTWJORDA CERTIFICATE NUMBER: 3971908

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71237345	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25290008	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G27929242 005	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C66043058 (AOS) WLR C66043010 (AZ, CA & MA) SCF C66043095 (WI)	1/1/2020 1/1/2021 1/1/2020	1/1/2021 1/1/2021 1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25289961	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE. SOLID WASTE AND RECYCLING COLLECTION WAIVER OF SUBROGATION IN FAVOR OF SANDY CITY, ITS OFFICERS, OFFICIALS, EMPLOYEE AND VOLUNTEERS ON ALL POLICIES WHERE AND TO THE EXTENT AS REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW.

## CERTIFICATE HOLDER

CANCELLATION See Attachment

3971908

 SANDY CITY  
 10000 CENTENNIAL PARKWAY  
 SANDY UT 84070

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment Code: D446557 Master ID: 1306000, Certificate ID: 3971908  
POLICY NUMBER: HDO G71237345

Endorsement Number: 39

**COMMERCIAL GENERAL LIABILITY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (Form B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.