



Financial Services  
Purchasing Division  
215 N. Mason St. 2<sup>nd</sup> Floor  
PO Box 580  
Fort Collins, CO 80522  
970.221.6775  
970.221.6707- fax  
fcgov.com/purchasing

January 16, 2018

Veolia ES Technical Solutions Inc  
Attn: Tom Anckner  
9131 E 96th Ave  
Henderson, CO 80640

RE: Renewal, Miscellaneous Agreement - HHW Event Hosting

Dear Mr. Anckner:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:

- 1) The term will be extended for one (1) additional year, April 1, 2018 through March 31, 2019.
- 2) Revised contract rates, as per attached, effective April 1, 2018.


If the renewal is acceptable to your firm, please sign this letter in the space provided and **include a current copy of your insurance certificate naming the City as an additional insured for General and Automotive Liability** within the next fifteen (15) days.

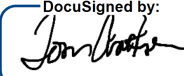


If this extension is not agreeable with your firm, we ask that you send us a written notice stating that you do not wish to renew the contract and state the reason for non-renewal.

Please contact Ed Bonnette, C.P.M., CPPB, Senior Buyer at (970) 416-2247 if you have any questions regarding this matter.

Sincerely,

DocuSigned by:  
  
 A9D0A054C8CB45D...  
 Gerry S. Paul  
 Director of Purchasing

DocuSigned by:  
  
 66A77FED273F46B...  
 \_\_\_\_\_  
 Signature

1/17/2018  
 \_\_\_\_\_  
 Date

(Please indicate your desire to renew this agreement by signing this letter and returning it to Purchasing Division within the next fifteen days.)

GSP:jg

**EXHIBIT C  
COST SCHEDULE 2018**

Description	UOM	Sell
Project Manager	Hour	\$56.65
Environmental Specialist/Tech/Driver	Hour	\$51.50
Mobilization/Demobilization to One Day Events	Each	\$772.50
Van Trailer	Each	\$412.00
Flammable Liquids and Oil/Antifreeze (Bulked)	55 gal Drum	\$77.25
Oil Based Paint (Bulked)	55-gal Drum	\$77.25
Oil Based Paint – too solid to pour up	CY Box	\$386.25
Flammable Caulks Waxes Resins Tars & Epoxies	CY Box	\$581.95
Pesticide Flammable Liquids	30-gal Drum	\$181.28
Pesticide Flammable Liquids	55-gal Drum	\$200.85
Pesticide Solid	CY Box	\$391.40
Corrosive Liquids, Acids / Bases	55-gal Drum	\$216.30
Corrosive Liquids, Acids / Bases	30-gal Drum	\$175.10
Flammable Toxic Liquids	55-gal Drum	\$200.85
Toxic Solids	CY Box	\$391.40
Oxidizers	30-gal Drum	\$256.47
Oxidizers	55-gal Drum	\$283.25
Paints with Some Liquid, not all pourable	CY Box	\$386.25
PCB Ballasts Stabilization	55-gal Drum	\$144.20
PCB Ballasts Incineration	55-gal Drum	\$669.50
Ni-Cd Batteries	30 gal Drum	\$75.19
Ni-Cd Batteries	55 gal Drum	\$83.43
Alkaline Batteries	55-gal Drum	\$334.75
Alkaline Batteries	30-gal Drum	\$231.75
Lithium Batteries (**)	Pound	\$3.09
Batteries	5 gal pail	\$66.95
Lab Packs (to include Flammable Solids, Oxidizers & Non-Temp Control Organic Peroxides)	2 gal pail 5 gal pail	\$77.25 \$82.40
Lab Packs (to include Water Reactives, & Temperature Control Chemicals)	2 gal pail 5 gal pail	\$87.55 \$97.85
Aerosol Cans	55-gal Drum	\$123.60
Aerosol Cans	CY Box	\$437.75
Elemental Mercury/Debris/Inorganic Compounds	5-gal Drum	\$257.50
Straight Fluorescent Bulbs (min \$60.00)	Pound	\$0.77
Compact Fluorescent Bulbs (min \$60.00)	Pound	\$2.58
Cylinders (Mapp/Propane/Fire Extinguisher)	Each	\$25.75
PIH Exempt DOT Box	Each	\$25.75
2 gal poly pail	Each	\$11.33
5 gal poly drum	Each	\$11.33



10 gal fiber drum	Each	\$15.45
15 gal fiber drum	Each	\$15.45
20 gal fiber drum	Each	\$25.75
30 gal fiber drum	Each	\$41.20
55 gal fiber drum	Each	\$56.65
55 gal metal and poly drum (recon)	Each	\$56.65
85 gal metal overpack	Each	\$159.65
Cubic Yard Box	Each	\$66.95
Fluorescent Bulb Tube	4' Tube	\$46.35
Fluorescent Bulb Tube	8' Tube	\$56.65
Fluorescent Bulb Box	4' and 8' Box	\$25.75
Poly Sheeting	Roll	\$77.25
Vermiculite	Each	\$36.05

**Items quoted after the original cost schedule in 2016 will also receive a 3% increase.**

***Veolia reserves the right to invoice additional amounts as surcharges due to increases in fuel, insurance, energy and security costs. This surcharge is currently 5%. Pricing will fluctuate based on the current weekly cost of diesel per the following table pricing:***

<b>\$ Diesel</b>	<b>2016 Surcharge</b>
<b>\$3.00</b>	<b>10%</b>
<b>\$3.15</b>	<b>11%</b>
<b>\$3.30</b>	<b>12%</b>
<b>\$3.45</b>	<b>13%</b>
<b>\$3.60</b>	<b>14%</b>
<b>\$3.75</b>	<b>15%</b>
<b>\$3.90</b>	<b>16%</b>
<b>\$4.05</b>	<b>17%</b>
<b>\$4.20</b>	<b>18%</b>
<b>\$4.35</b>	<b>19%</b>
<b>\$4.50</b>	<b>20%</b>
<b>\$4.65</b>	<b>21%</b>
<b>\$4.75</b>	<b>22%</b>
<b>\$4.85</b>	<b>23%</b>
<b>\$4.95</b>	<b>24%</b>

For alternate drum sizes, the following odd size container charges will apply:

<u>Container Size</u>	<u>Price as % of 55 GL Drum</u>
220 GL/ Cubic Yard Box	400%
110 GL	300%
85 GL	175%
55 GL	100%
30 GL	90%
20 GL	80%
15 GL	70%
10 GL	60%
5 GL	50%



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/08/2017

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> Marsh USA, Inc. 540 W. Madison Street Chicago, IL 60661 Attn: Veolia.CertRequest@marsh.com   Fax: 212-948-5053	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
HENTTS	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Veolia ES Technical Solutions, LLC 9131 East 96th Avenue Henderson, CO 80640	<b>INSURER A:</b> ACE American Insurance Company <span style="float: right;">NAIC # 22667</span>
	<b>INSURER B:</b> ACE Fire Underwriters Insurance Company <span style="float: right;">20702</span>
	<b>INSURER C:</b> N/A <span style="float: right;">N/A</span>
	<b>INSURER D:</b> Lloyd's Syndicates 623/2623
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**
**CERTIFICATE NUMBER:**

CHI-008065640-50

**REVISION NUMBER:**

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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			HDO G27873534	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25098353 (AOS)	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C64624131 (AOS)	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A			SCF C64624143 (WI) (Retro)	01/01/2018	01/01/2019	
D	<input type="checkbox"/> Pollution Legal Liability <input type="checkbox"/> Claims Made Form			W1D4C8170101 SIR \$750,000	01/01/2018	01/01/2019	Per Claim 1,000,000 Aggregate 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Fort Collins, its officers, agents and employees are included as additional insured where required by written contract but only for liability arising out of the operations of the named insured with respect to General Liability and Auto Liability.

**CERTIFICATE HOLDER**

City of Fort Collins  
 Purchasing Division  
 Attn: Ed Bonnette, CPM  
 215 North Mason  
 P.O. Box 580  
 Fort Collins, CO 80522

**CANCELLATION**

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  
 of Marsh USA Inc.

Manashi Mukherjee

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**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Veolia North America, Inc.			Endorsement Number 1
Policy Symbol ISA	Policy Number H25098353	Policy Period 01/01/2018 TO 01/01/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization 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.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

  
Authorized Representative

POLICY NUMBER: HDO G27873534

Endorsement Number: 4

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
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.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G27873534

Endorsement Number: 5

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, 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.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.