

A G R E E M E N T

THIS AGREEMENT (“Agreement” or “Contract”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ALPINE DISPOSAL, INC.**, a Colorado corporation doing business at 7373 Washington Street, Denver, Colorado 80229 (the “Contractor”), jointly (the “Parties”).

The Parties agree as follows:

1. **DEFINITIONS**: The Agreement is subject to the definitions set forth in **Exhibit A**.

2. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Department of Transportation and Infrastructure (“Executive Director”) or, the Executive Director’s Designee.

3. **SERVICES TO BE PERFORMED**: Subject to the terms and conditions of the Agreement, Contractor shall provide all facilities, equipment, labor, and services required to receive and process and to either or both use or market Recyclables delivered to Contractor’s facilities by City or on behalf of the City.

a. **Obligations of Contractor**:

(1) Contractor shall furnish its facility located at 645 West 53rd Place, Denver, Colorado 80216 (or other facility that is located within a thirty (30) minute routine travel period, one way during normal business hours, from the intersection of Alameda Avenue and Interstate 25 within the boundaries of Denver, Adams, Jefferson, Douglas, Arapahoe, Weld or Boulder Counties) for single stream recycling processing (the “Materials Recovery Facility” or “MRF”).

(2) In addition to providing services and performing its obligations in accordance with the numbered paragraphs of the Agreement, including subparts to it, as the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit B, Scope of Work** and **Exhibit C, Compensation and Payment**, to the City’s satisfaction. Contractor shall permit the City, its agents, employees, and contractors the right of ingress and egress, to the MRF.

(3) Contractor shall operate the MRF in accordance with the rules and

regulations promulgated by any governmental or other public entity having lawful jurisdiction over such facilities and shall provide all necessary equipment, dust control, and operators of such equipment.

(4) Contractor shall notify the Executive Director immediately of any occurrence or condition that interferes with the full performance of the Agreement and confirm it in writing within twenty-four (24) hours.

(5) The Contractor is ready, willing, and able to provide the services required by this Agreement.

(6) The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

b. **Obligations of the City:** As set forth in **Exhibit B**, the City will deliver Recyclables to Contractor's Materials Recovery Facility.

4. **TERM:** The Agreement will commence on **April 1, 2023** and will expire on **March 31, 2028** (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

5. **COMPENSATION AND PAYMENT:**

a. **Contractor's Payment Obligation:** The Contractor's payment obligations are set forth in **Exhibit C**.

b. **City's Payment Obligation:**

(1) **Payment Calculation:** When applicable as set forth in **Exhibit C**, the City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement, the Maximum Contract Amount. Amounts billed must comply with the payment calculation set forth in **Exhibit C**.

(2) **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement except as specifically described in **Exhibit C**.

(3) **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

(4) **Maximum Contract Amount:**

i. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$10,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in the exhibits hereto. Any services performed beyond those in the exhibits hereto are performed at Contractor's risk and without authorization under the Agreement.

ii. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

6. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

7. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ninety (90) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or

otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

8. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

9. **RECORDKEEPING:** The Contractor shall make and maintain all records and reports as specified in **Exhibit B**.

10. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

11. **INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance:** Contractor may not commence services or work

relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds**: For Commercial General Liability, Business Auto Liability, Pollution Liability, Professional Liability (if required), and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation**: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants**: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and Employer's Liability Insurance**: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. **Commercial General Liability**: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

h. **Business Automobile Liability**: Contractor shall maintain Automobile

Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Contractors Pollution Liability: Contractor shall maintain limits of \$2,000,000 per occurrence and \$5,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

12. DEFENSE AND INDEMNIFICATION:

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. TAXES, CHARGES AND PENALTIES: Except as otherwise provided herein, the City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

14. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

15. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

16. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

18. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

19. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

20. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of the Department of Transportation and Infrastructure
201 W. Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. DISPUTES: The Parties shall make a good faith effort to resolve all disputes without resorting to an administrative hearing. If, after good faith negotiations, the Parties are unable to reach resolution, a final determination regarding the dispute shall be issued by the Executive Director as defined in this Agreement. All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of

income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

25. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

26. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and

all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

29. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

31. CONFIDENTIAL INFORMATION: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked

“Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

32. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

36. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage

in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

37. EXTREME MARKET DISRUPTION: The Parties acknowledge that the market for recyclables is influenced by outside factors and forces beyond the control of the Parties and that the market conditions normally contemplated by this Agreement are consistent with recyclable materials adjusted average commodity values. For purposes of this Agreement, an "Extreme Market Disruption" shall mean an event, including but not limited to, a significant depression of Program Recyclables commodity values, the closure of a mill, or adverse government action, that causes an extreme disruption in the market demand or market pricing of recyclables that lasts more than three (3) months. Upon the occurrence of an Extreme Market Disruption, Contractor shall provide notice to the City (a "Market Disruption Notice"), which for the purposes of this Section 37, may be sent solely via email to the Executive Director or designee, and need not adhere to the requirements of Section 20 (Notices). Within ten (10) business days from the date of the City's receipt of the Market Disruption Notice, the Parties shall in good faith renegotiate the Revenue Share as set forth in **Exhibit C** to address market changes caused by the Extreme Market Disruption. Such renegotiated Revenue Share shall apply retroactively to the date of the Market Disruption Notice.

Exhibit List

Exhibit A – Definitions.

Exhibit B – Scope of Work.

Exhibit C – Compensation and Payment.

Exhibit D – Certificate of Insurance.

Contract Control Number: DOTI-202265797-00
Contractor Name: ALPINE DISPOSAL, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

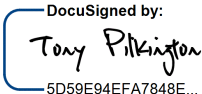
By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202265797-00
ALPINE DISPOSAL, INC.

By: 
5D59E94EFA7848E...

Name: Tony Pilkington
(please print)

Title: Area Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A DEFINITIONS

Administrative Charges: Monetary charges imposed on the Contractor by the City for the Contractor's non-compliance with Performance Standards.

Average Market Value (or AMV): A market index used to calculate the revenue share paid by the Contractor to the City based on fluctuations in the commodity market. The AMV of Program Recyclables delivered to the MRF shall be calculated pursuant to terms defined in the Agreement.

Annual Report: The Contractor's report submitted to the City no later than January 31 following the end of each calendar year.

Compensation Form: The standardized form completed monthly by the Contractor detailing calculations of the Contractor Fee, Recyclable Composition Audit Fee, AMV, and Revenue Share and stating the total amount due to either the City or the Contractor.

Contaminants or Contamination: Materials collected along with Recyclables that are not designated by the City as Program Recyclables. Contaminants are included in the weight of inbound tonnage.

City's Representative: The Executive Director of Department of Transportation and Infrastructure, or the Executive Director's designee(s), who shall act as the City's representative(s) in matters relating to the implementation and enforcement of the Agreement and operation, maintenance, and management of the MRF.

Contractor Fee (or CF): The per-ton fee as defined in this Contract paid to the Contractor by the City for each ton of Program Recyclables delivered to the MRF.

Contractor's Representative: The individual designated by the Contractor to act as the Contractor's representative in matters relating to the implementation and enforcement of the Agreement.

Facility Manager: The individual designated in writing by Contractor to represent it in all matters relating to the operation, maintenance, and management of the MRF.

Marketing: The act or process of selling Recyclables for purchase in accordance with the Agreement.

Material(s): Recyclables of any quality or type that may contain Contaminants.

Materials Recovery Facility (or MRF): The facility where the Contractor receives and processes the City's Program Recyclables.

Monthly Report: The Contractor's report submitted to the City no later than the 15th day following the end of each month.

Program Recyclables or Recyclables: Materials collected by the City including but not limited to: cardboard, newspaper including inserts, magazines, office paper, junk mail, paperboard, Kraft bags, telephone books, paper food and beverage cartons (including aseptic cartons), ferrous food and beverage containers including aerosols, aluminum food and beverage containers, aluminum foil and foil pans, #1–#7 rigid plastic containers, and glass food and beverage containers.

Recovered Materials: Materials recovered from Recyclables by the Contractor that are ready for sale or distribution for beneficial use.

EXHIBIT A DEFINITIONS

Rejects: Materials that are not converted to Recovered Materials. Rejects consist of Contaminants and Residuals.

Residue or Residuals: Recyclables that are accepted by Contractor, processed at the MRF, and not converted into Recovered Materials by the Contractor due to breakage and/or transportation or processing limitations or inefficiencies.

Revenue Share Percent (or RS%): The percentage used as part of the calculations as defined in this Contract to determine the Revenue Share for each ton of Program Recyclables delivered to the MRF.

Revenue Share: The per-ton payment as defined in this Contract paid to the City by the Contractor for each ton of Program Recyclables delivered to the MRF.

Shut Down: Any time in which the Contractor is unable to accept or process Program Recyclables pursuant to the terms and conditions of this Agreement after the Commencement Date with the exception of force majeure.

Single Stream: A recycling process that mixes all Recyclables together in the same collection container.

Solid Waste: As defined by Colorado Revised Statutes § 30-20-101, to mean any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial or commercial operations or from community activities.

Ton: A short ton of 2,000 lbs. unless otherwise specified.

EXHIBIT B SCOPE OF WORK

This Exhibit B provides Scope of Work and Technical requirements to be implemented and maintained during the life of this Contract.

B.1 BACKGROUND AND OVERVIEW

DOTI provides residential recycling, organics, and solid waste collection services to single-family households and multi-family residential buildings with up to seven (7) units. Solid waste and recycling services are provided to approximately 183,000 households. The scope of work for this contract will be to provide Recycling Processing and Materials Recovery Facility services to process and market recyclables collected.

B.2 ESTIMATED QUANTITIES

The City does not guarantee any quantity of item listed herein.

B.3 DELIVERY CONSIDERATIONS

All service shall be made between the hours of 6AM and 6PM, Monday through Friday, excluding holidays and furlough days. Service hours also include Saturdays from 6AM to 6PM after all scheduled City holidays, special events, etc.

If needed, the City reserves the right to request emergency service outside of the times identified above.

B.4 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for receiving, processing, and marketing all Program Recyclables delivered to the Contractor by or on behalf of the City. The Contractor shall be responsible for all operations, maintenance, repair, staffing, management, record keeping, reporting, compliance with laws and regulation, and other services necessary to meet its obligations to the City. Any costs associated with accepting and processing the City's Recyclables as well as marketing and transporting Recovered Materials derived therefrom shall be the responsibility of the Contractor.

B.5 FACILITY LOCATION

The location for receiving Recyclables (whether it be the MRF or a facility for transferring recyclables to the MRF) must be located within thirty (30) minutes routine travel time (one way during normal business hours) from the intersection of Alameda Avenue and Interstate 25.

B.6 FACILITY REQUIREMENTS

The Contractor shall receive and process all Recyclables in an enclosed and controlled building so that release of materials or litter from the building and site is prevented. The Contractor shall protect Recovered Materials from degradation due to weather exposure, vandalism, or other factors. The Contractor shall maintain and operate the MRF to prevent nuisances including, but not limited to, noise and odor.

EXHIBIT B SCOPE OF WORK

Any proposed exception to this requirement is subject to the approval of the City for use or prior use.

B.7 FACILITY MANAGER AND CONTRACTOR'S REPRESENTATIVE

Prior to the Commencement Date, the Contractor shall provide the City with the name, title, and contact information for the Facility Manager and Contractor's Representative. The Facility Manager shall be the primary point of contact for all technical and operational matters pertaining to the Agreement. The Facility Manager shall be responsible for overseeing and implementing the Contractor's performance under the Agreement. The Contractor's Representative shall be the primary point of contact for all administrative and financial matters pertaining to the Agreement. A single person may serve in both capacities as Facility Manager and Contractor's Representative. Should there be reasonable cause, the City reserves the right to disapprove and request removal of the Facility Manager or Contractor's Representative.

B.8 OPERATIONS, MAINTENANCE, AND MANAGEMENT PLAN

The Contractor shall maintain an up-to-date version of the OMM Plan approved by the City throughout the term of the Agreement. The City's Representative shall have seven (7) days to review and respond to the Contractor regarding approval or comments regarding recommended changes or revisions to the OMM Plan. The OMM Plan shall be readily available at the MRF for review by the City.

B.9 CONTINGENCY PLAN

As stated above, the OMM Plan shall include a contingency plan describing in detail how the Contractor plans to respond to planned and unplanned shutdowns. The contingency plan shall ensure that delivery of City Recyclables is not interrupted. Should a shutdown be imminent, Contractor shall immediately notify the City's Representative as to the reason for the shutdown, what services the Contractor is unable to provide, contingency procedures that have been/will be implemented, and the timeline anticipated to resume regular operations. The location for receiving City Recyclables shall conform to the facility requirements of the Agreement. The Contractor shall be responsible for any costs incurred for transport to and processing at an alternative facility.

B.10 OPERATING HOURS AND DAYS

The Contractor shall be capable of receiving and weighing Recyclables Monday through Friday from 6:00 AM until 6:00 PM. Recyclables shall be accepted during the same hours on Friday or Saturday at the City's sole option when: (i) a City holiday falls on a weekday (Monday through Thursday), or (ii) a special event or other circumstance (as determined by the City) occurs on or before Friday that shall require the delivery of Recyclables to Contractor on a Friday or Saturday. In exercising its option to deliver Recyclables on a Friday or Saturday, the City shall notify the Contractor before 4:00 PM of the Wednesday preceding that Friday.

EXHIBIT B SCOPE OF WORK

B.11 MATERIAL ACCEPTANCE

The Contractor shall give the City and its contractors priority consideration in weighing and off-loading operations. The maximum total waiting/tipping time from arrival at MRF to departure from MRF shall not exceed thirty (30) minutes per City or City contractor vehicle. If delays are caused by the fault of the delivery vehicle and through no fault or negligence of the Contractor, then this requirement shall not apply. The Contractor will need to notify the City if the total waiting/tipping time from arrival at MRF to departure from MRF will exceed 30 minutes. If the Contractor chooses not to notify the City, the Contractor will be subject to penalties.

The Contractor shall maintain weigh scales at the location where it receives Program Recyclables, calibrated in accordance with procedures established by the applicable State and local authorities, to weigh all Program Recyclables delivered by or behalf of the City. At the City's discretion, the City may verify the accuracy of the scales.

The Contractor shall weigh each load of Recyclables upon delivery and provide a weigh slip to driver of the vehicle prior to its departure from the MRF that provides the following details, at minimum:

- Date of receipt;
- Identification number of City's delivery vehicle;
- Identification number of City's collection route;
- Full weight, tare weight, and net weight; and
- Time weighed in and time weighed out or departing the site.

The City is open to accepting electronic weigh slips when feasible for both parties.

B.12 LOAD REJECTION PROCEDURES

The Contractor shall have the right to reject loads of Recyclables that are reasonably suspected to contain more than twenty-five percent (25%) of the load by weight of Contamination subject to the approval of the City. If the Contractor intends to reject a load of Recyclables, the Contractor shall comply with the following procedure:

- The Facility Manager shall immediately isolate the load and notify the City's Representative, document the occurrence of such event by digital photograph or videotape, and allow the City to inspect the load where such inspection shall not unduly impede or interfere with the operation of the MRF.
- The Facility Manager and the City's Representative must mutually agree that the amount of contamination in a given load exceeds twenty-five percent (25%) of the load by weight.
- If the Facility Manager and the City's Representative choose to reject the load, the Contractor shall combine the load with Rejects. The City shall reimburse the Contractor for disposal of said load at the City's current per ton disposal rate at Denver Arapahoe Disposal Site (DADS) (2022 = \$19.28/ton).
- If the City's Representative does not concur that the load contains more than twenty-five percent (25%) contamination by weight, then Contractor must demonstrate to the City, in a manner acceptable to City, and in the presence of the City's Representative, that the twenty-five percent (25%) threshold has been

EXHIBIT B SCOPE OF WORK

exceeded. If the load does not contain more than twenty-five percent (25%) contamination by weight, the Contractor shall process the load and compensate the City for the total weight of the load. If the load does contain more than twenty-five percent (25%) contamination by weight, then the Contractor may reject the load and combine the load with Rejects. The City shall reimburse the Contractor for disposal of said load at the City's current per ton disposal rate at DADS (2022 = \$19.28/ton).

In the event the procedures outlined above are not followed, the Contractor shall compensate the City for the total weight of the load.

B.13 PROCESSING AND MARKETING

The Contractor shall process all Program Recyclables accepted at the MRF and produce Recovered Materials. The Contractor shall remove Recyclables from the tipping floor and process them within forty-eight (48) hours or two (2) business days of when they are accepted at the MRF, Sundays and holidays not included.

The City may choose to, but is not obligated to, waive the requirement to process all City Recyclables within forty-eight (48) hours or two (2) business days due to extenuating circumstances that may include shutdown.

The Contractor shall bear all responsibilities and costs associated with marketing and transporting Recovered Materials produced at the MRF. The Contractor shall market all Recovered Materials during the term of the Agreement regardless of fluctuations in prices paid for Recovered Materials. The Contractor shall document and provide evidence, upon request by the City, that the Recyclables have been used or marketed for use for legitimate recycling purposes (e.g. reuse, repurpose, use in manufacture of a new product). Under no circumstances shall Contractor landfill, burn, or convert for burning the Recovered Materials.

The Contractor's MRF shall be capable of producing color-mixed glass suitable to be marketed for subsequent glass beneficiation. The use of Recovered Materials (e.g., glass) for alternative daily cover for landfills is prohibited. The use of glass in the construction of roadways and drainage at landfills, however, is permitted if the Contractor can clearly demonstrate that a glass beneficiation market does not exist within Colorado. The Contractor shall not store or warehouse materials in violation of health and safety standards and shall conform to all requirements of the municipality it resides in and the Colorado Department of Public Health and the Environment.

B.14 PUBLIC DROP-OFF SITE

The Contractor is required to operate a user-friendly and publicly accessible recycling drop-off facility at its MRF or another location agreed upon by the Contractor and the City. The site shall be regularly cleaned and maintained and shall be kept safe for general public use. This drop-off must accept all Single-Stream Program Recyclables on Monday through Friday from 9:00 AM to 6:00 PM and Saturday from 8:00 AM to 2:00 PM, excluding official City holidays.

EXHIBIT B SCOPE OF WORK

B.15 REJECTED LOADS DISPOSAL

The Contractor shall weigh, store, and deliver, or cause to be delivered, Rejected Loads to the DADS landfill. The City is responsible for disposal fees at DADS and any applicable State surcharges. The Contractor is responsible for any special handling charge imposed by Waste Management at DADS. The DADS Approved Haul Routes map is incorporated hereto in Appendix 1.

B.16 RECORDKEEPING AND REPORTING

Daily Reports: The Contractor shall maintain daily records detailing the information provided on each weigh slip for loads of Program Recyclables. Daily records shall be immediately available to the City upon request.

Monthly Reports: The Contractor shall submit Monthly Reports to the City, in a format approved by the City, no later than the 15th day following the end of each calendar month. The report shall contain:

- Documentation of daily and total monthly tons of Program Recyclables delivered to the MRF;
- Documentation of daily and total monthly tons of Rejects derived from Program Recyclables;
- Documentation of rejected loads including date and weights for each load;
- Calculation of the Average Market Value (AMV), difference between the Contractor Fee and AMV, and Revenue Share per Ton;
- Calculation of the total payment for Program Recyclables due to the City or the Contractor determined in accordance with the compensation requirements of the Agreement located in Exhibit C Compensation and Payment;
- Findings of monthly composition audit conducted by Contractor;
- Calculation of Recyclable Composition Audits for payment from the City to the Contractor as outlined in Exhibit C;
- Calculation of Administrative Charges, rejected load payments, interest on overdue payments, or proration determined in accordance with the compensation requirements of the Agreement; and
- Other information reasonably requested by the City.

Annual Reports: The Contractor shall submit an Annual Report to the City no later than January 31 of each year for the previous year. The report shall contain:

- Descriptions of capital and operational improvement made at the MRF;
- Documentation of monthly and total tons of Program Recyclables delivered to the MRF;
- Documentation of monthly and total tons of Rejects derived from Program Recyclables delivered to the MRF;
- Documentation of monthly and total tons of rejected loads;
- Documentation of monthly and total payments made to the City and made to the Contractor;

EXHIBIT B SCOPE OF WORK

- Documentation of Administrative Charges, interest on overdue payments, and proration;
- Documentation of end markets used to recycle the City's Program Recyclables; and
- Other information reasonably requested by the City.

B.17 COMMUNITY EDUCATION AND SERVICES

The Contractor shall support the City's educational efforts. The Contractor shall support the City by cooperating with media requests, and it shall provide public education materials regarding the MRF to be mutually agreed to and approved by the City.

B.18 MRF TOURS

The Contractor shall provide up to two (2) guided tours per month of the MRF. With limited exceptions, the tours shall not include more than twenty-five (25) people or exceed one (1) hour in length and shall be conducted while the facility is in operation.

Prior to scheduling facility tours, the City shall work with the Contractor to establish parameters for the tours including, but not limited to, the size of the group, time of day for scheduling tours, and tour logistics for safely moving visitors through the facility without disrupting normal facility operations.

B.19 PILOT PROGRAMS

Subject to written approval by the Executive Director, the Contractor and the City may participate in pilot programs to test the feasibility of Recycling Materials not currently included in the definition of Program Recyclables.

B.20 NOTICE TO CITY OF VIOLATIONS

Should the Contractor receive a notice for the violation of any law, the Contractor shall report the violation to the City's Representative no later than twenty-four (24) hours following notification, including the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation.

B.21 CITY'S RIGHTS AND RESPONSIBILITIES

Delivery of Recyclables

The City or its contractors shall deliver Single Stream Program Recyclables to the Contractor's MRF or transfer facility using collection vehicles. Recyclables will be compacted in collection vehicles. Recyclables shall be delivered to the Contractor's MRF or transfer facility in an "as picked up" condition; no sorting, processing, bundling, or baling shall be done by the City. All processing or other operational costs incurred upon or after delivery of Recyclables to the MRF or transfer facility shall be the obligation of the Contractor.

EXHIBIT B SCOPE OF WORK

Quality and Quantity of Recyclables

Neither the quality nor the quantity of Recyclables to be delivered under the Agreement shall be guaranteed by the City. The City shall make reasonable efforts to ensure that only Recyclables as collected are delivered to the Contractor. The City shall take reasonable steps to discourage the delivery of non-designated Recyclables and other materials through its public education, training, and audit campaign.

Inspections

The City shall have the right to observe all Contractor operations related to this Agreement and the City's Recyclables. Observation may be done by City employees or City-designated representatives. The City reserves the right to inspect Contractor's Rejects and to cooperatively resolve issues should they arise.

Additional Recyclable Commodities

During the Term, the Parties may add or delete materials from the definition of Program Recyclables by an amendment to the Agreement. Prior to any such amendment, the City shall work with the Contractor regarding startup and any changes to the composition of Recyclables and calculation of the Average Market Value.

Pilot Collection Program

The City reserves the right to evaluate various collection equipment and/or modify material sorts on a pilot basis during the course of the Agreement. Prior to the execution of any pilot program, coordination with Contractor shall occur as necessary.

B.22 SPECIFIC CONDITIONS

Additional material may be required, and it is the Contractor's responsibility to ensure that all needed materials, appropriate training, and equipment are available to complete a job.

B.23 COOPERATIVE PURCHASING

The City encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to D.R.M.C. § 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City supports such cooperative activities. Further, it is a specific requirement of this contract that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City shall not be liable for any costs or for any damages incurred by any other entity.

EXHIBIT B SCOPE OF WORK

Page six
Executive Order 115

APPENDIX 1

MAP OF ROUTE TO DADS LANDFILL

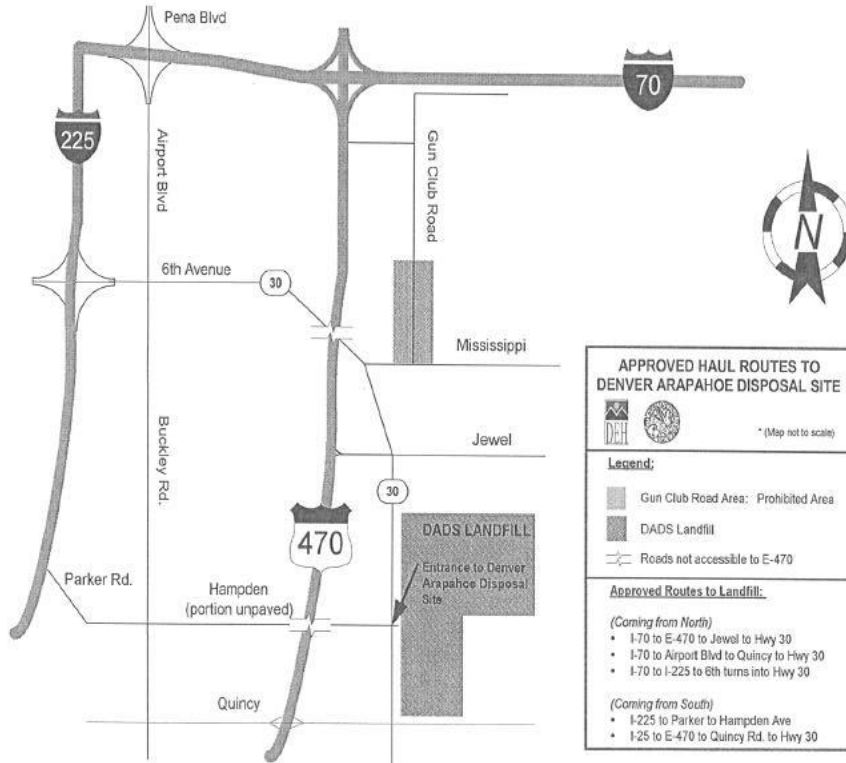


EXHIBIT C COMPENSATION AND PAYMENT

This Exhibit C provides Compensation and Payment information for the Contractor and the City as outlined in Contract Section 5. Compensation and Payment.

C.1 CALCULATION OF COMPENSATION

The City and the Contractor shall accept the following Contractor Fee and Revenue Sharing fee structure for the five-year term of the contract as follows:

Table C.1 – Compensation and Average Market Value Revenue Share		
Contract Year	Contractor Fee (Per Ton)	Average Market Value Percent Revenue Share
1	\$35.00	100% Contractor Retained
2	\$45.00	100% Contractor Retained
3	\$65.00	80% Contractor Retained/20% to City
4	\$75.00	80% Contractor Retained/20% to City
5	\$85.00	80% Contractor Retained/20% to City

Compensation for Programs Recyclables shall utilize the following factors:

- Contractor Fee = Per Ton of Program Recyclables (CF/Ton) delivered to the Contractor by the City. The Contractor Fee is explicitly not the Contractor's actual cost to operate the MRF, but is a fixed amount of compensation in lieu of an operating cost and is established in the Agreement between the Contractor and the City.
- Average Market Value per Ton of Program Recyclables (AMV/Ton) based on the composition of Program Recyclables and commodity index prices as calculated in accordance with the Agreement.
- Percent Revenue Share (%RS) established in the Agreement between the Contractor and the City.

Each month, the Contractor shall calculate the payment for Program Recyclables as follows:

- If the CF/Ton is greater than the AMV/Ton, then the City's payment to the Contractor shall equal: $(CF/Ton - AMV/Ton) \times \text{Tons of Program Recyclables}$.
- If the CF/Ton is equal to the AMV/Ton, then no payment will be owed to the Contractor for Program Recyclables.

Tons of Program Recyclables shall be equal to 100 percent of inbound Program Recyclables measured at the Contractor's scales.

See Attachment A for Sample Calculation of Average Market Value and Compensation.

EXHIBIT C COMPENSATION AND PAYMENT

C.2 CONTRACTOR'S PAYMENT OBLIGATIONS

The following are the Contractor's payment obligations:

Timing of Payments

No later than fifteen (15) days following the end of each month, the Contractor shall submit the Monthly Report including the calculation payment for Contractor Fee, Recyclable Composition Audit Fee, Program Recyclables, administrative charges, interest on overdue payments, or proration, and the net payment due to either party. Said net payment shall be submitted by the Contractor to the City, or the City to the Contractor, within fifteen (15) days following submission of the Monthly Report.

Administrative Charges

Each month, Contractor shall owe the City for any and all administrative charges levied by the City for violations of performance standards in accordance with the terms of the Agreement.

Interest on Overdue Payments

All payments to be made by the Contractor to the City that are outstanding after the applicable due date, including disputed amounts, shall bear simple interest at the maximum rate permitted by state law.

Invoice or Payment Disputes

If either Party disputes an amount owing to the other Party, such Party shall: (i) within five (5) days of receiving the relevant invoice, give notice to the other Party of such disputed amount together with sufficient information to allow the other Party to understand the nature of the dispute and deliver such notice on or before the due date of the amount disputed; and (ii) pay all undisputed amounts on the due date. Consistent with Section 21 of the Agreement, the Parties will make a good faith effort to resolve the dispute. However, if the Parties are unable to reach a resolution, a final determination regarding the dispute shall be issued by the Executive Director. All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

Proration

If any payments, rights, or obligations under this Agreement (whether relating to fees and taxes, insurance, or any other provision of this Agreement) relate to a period in part before the effective date of the Agreement or in part after the date of expiration or termination of the Term, the Parties hereto agree that appropriate adjustments and proration shall be made.

Performance Standards

It is the intent of the Agreement to ensure that the Contractor provides a high-quality level of MRF services. To this end, any performance issues identified by the City and reported to the Contractor

**EXHIBIT C
COMPENSATION AND PAYMENT**

shall be promptly resolved within twenty-four (24) hours. The City may levy administrative charges for improper and insufficient actions related to any service required by this Agreement including, but not limited to the following:

Table C.2 – Performance Standards	
Performance Standard Violation	Administrative Charges
Failure to accept Recyclables delivered to the MRF and/or transfer facility during scheduled receiving hours.	\$500 per vehicle per occurrence
Failure to provide maximum turn-around time of thirty (30) minutes.	\$100 per vehicle per occurrence
Program Recyclables placed outside of the MRF and/or transfer facility building without prior City approval.	\$250 per day
Failure to remove Program Recyclables from the tipping floor and process them within forty-eight (48) hours of acceptance at the MRF and/or transfer facility.	\$250 per day
Disposal of Recyclables or Recovered Materials.	\$1,000 per occurrence plus \$25 per ton
Failure to provide a clean, well-maintained publicly accessible drop-off at the MRF and/or transfer facility.	\$250 per day
Failure to notify the City of legal or regulatory violations.	\$500 per day per occurrence
Failure to provide any required report within the required timeframe.	\$500 per day

The City may assess administrative charges on a monthly basis and shall at the end of each month notify the Contractor in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, notify the City regarding its concerns. Consistent with Section 21 of the Agreement, the Parties will make a good faith effort to resolve the dispute. However, if the Parties are unable to reach a resolution, a final determination regarding the dispute shall be issued by the Executive Director. All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

C.3 CITY’S PAYMENT OBLIGATIONS:

The following are the City’s payment obligations:

EXHIBIT C COMPENSATION AND PAYMENT

Timing of Payments

The Contractor Fee for each billing period shall be compensation for the services rendered during the prior month. If the Contractor provides the City with an accurate invoice (referencing the Agreement) by the fifteenth (15th) day of the month following the applicable billing period, which sets forth all required Contractor Fee components, computations, information and supporting documentation for such billing period, together with the accumulated payments for each Contractor Fee component to the date of such invoice and such other documentation or information as the City may reasonably require to determine the accuracy and appropriateness of the invoice, then the City shall pay the invoice in accordance with the Agreement.

Reimbursement for Rejected Loads

The Contractor shall have the right to reject loads of Recyclables that are reasonably suspected to contain more than twenty-five percent (25%) of the load by weight of Contamination subject to the approval of the City. If the Contractor intends to reject a load of Recyclables, the Contractor shall comply with the following procedure:

- The Facility Manager shall immediately isolate the load and notify the City's Representative, document the occurrence of such event by digital photograph or videotape, and allow the City to inspect the load where such inspection shall not unduly impede or interfere with the operation of the MRF.
- The Facility Manager and the City's Representative must mutually agree that the amount of contamination in a given load exceeds twenty-five percent (25%) of the load by weight.
- If the Facility Manager and the City's Representative choose to reject the load, the Contractor shall combine the load with Rejects. The City shall reimburse the Contractor for disposal of said load at the City's current per ton disposal rate at Denver Arapahoe Disposal Site (DADS) (2022 = \$19.28/ton).
- If the City's Representative does not concur that the load contains more than twenty-five percent (25%) contamination by weight, then Contractor must demonstrate to the City, in a manner acceptable to City, and in the presence of the City's Representative, that the twenty-five percent (25%) threshold has been exceeded. If the load does not contain more than twenty-five percent (25%) contamination by weight, the Contractor shall process the load and compensate the City for the total weight of the load. If the load does contain more than twenty-five percent (25%) contamination by weight, then the Contractor may reject the load and combine the load with Rejects. The City shall reimburse the Contractor for disposal of said load at the City's current per ton disposal rate at DADS (2022 = \$19.28/ton).

In the event the procedures outlined above are not followed, the Contractor shall compensate the City for the total weight of the load.

Reimbursement for Recyclable Composition audits

The Contractor will perform monthly Recyclable Composition Audits to determine the composition of recyclable materials delivered by the City to the Contractor's Materials Recovery Facility. The Contractor will perform the Recyclable Composition Audits in compliance with ASTM D5231 (Standard Test Method for Determining Composition of MSW latest version). At

**EXHIBIT C
COMPENSATION AND PAYMENT**

a minimum, sample test size for each monthly Recyclable Composition Audit shall include a minimum of seventeen (17) samples averaging between 200 to 300 pounds per sample.

The City will reimburse the Contractor \$1,000.00 per monthly audit with a cost not to exceed \$12,000.00 per year.

EXHIBIT C
COMPENSATION AND PAYMENT
ATTACHMENT A

SAMPLE CALCULATION OF AVERAGE MARKET VALUE AND COMPENSATION

The Contractor acknowledges and accepts the following:

Material Percentages: The material percentages used for calculating the AMV are based on recyclables composition audits performed by the Contractor, on a monthly basis as outlined in Exhibit C Compensation and Payment, of the City's Program Recyclables as delivered to a processing facility. The material percentages in the AMV do not attempt to estimate Residue, which includes Program Recyclables that are not recovered due to breakage and/or transportation or processing limitations or inefficiencies.

Composition of Program Recyclables: The material percentages stated in Table A-1 of this Attachment shall be the initial basis for calculating the AMV and Revenue Share in accordance with the Agreement, unless otherwise adjusted according to the procedures stated below.

Adjustments to the Composition of Program Recyclables: The Contractor shall conduct recyclables composition audits on a monthly basis during the Term of the Agreement. All recyclables composition audits used for calculating the AMV shall be conducted by the Contractor utilizing City-approved methodology in accordance with ASTM D5231 with a minimum monthly sample test size of seventeen (17) samples averaging between 200 to 300 pounds per sample. The City and Contractor each have the right to have a representative on-site during recyclables composition audits. Audit results are subject to final approval by the City, which shall not be unreasonably withheld. If approved by the City, adjustments to the composition shall be made and shall become effective on the first day of the month following or until further adjusted in a future composition audit.

Market Index: The market index (Recyclingmarkets.net) utilized is intended to reflect the regional average value, in the Midwest United States, of each Recyclable included in the City's Program Recyclables. It is not intended to equate to the commodity revenue received by Contractor. If at any time during the term of this Agreement, Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Materials pricing information, and this selection shall be memorialized in writing.

Calculation of AMV: The Contractor shall calculate the AMV of Program Recyclables each month. The AMV is defined as the sum of the RecyclingMarkets.net Midwest USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made. For illustrative purposes, Table A-1 calculates the AMV based on the commodity prices first posted in June 2022.

**EXHIBIT C
COMPENSATION AND PAYMENT**

Subtraction of Contractor Fee: The Contractor will automatically deduct the Contractor Fee from revenue share in Years 3, 4 and 5 of the Contract. The City will not be invoiced for the Contractor Fee unless a payment to the Contractor is due.

Table A-1: Sample Calculation of Average Market Value of Recyclables (June 2022)

Material	Index Descriptions	Market Value (\$/ton)	Percent (by weight)	AMV (\$/ton)
Mixed Paper	MP Mixed Paper (PS 54) (\$/ton, baled, picked up)	\$90.00	25.00%	\$22.50
OCC #11	Old Corrugated Containers (PS11) (\$/ton, baled, picked up)	\$155.00	29.40%	\$45.57
Glass (3-Mix)	Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	(\$25.00)	17.75%	(\$4.44)
PET	Plastics PET (Baled, ¢/lb., picked up)	\$810.00	4.40%	\$35.64
HDPE, Natural	Plastics Natural HDPE (Baled, ¢/lb., picked up)	\$1,140.00	0.65%	\$7.41
HDPE, Colored	Plastics Colored HDPE (Baled, ¢/lb., picked up)	\$690.00	1.00%	\$6.90
Plastic, #3–#7	Plastics Comingled (#3-7, Baled, ¢/lb., picked up)	\$10.00	2.70%	\$0.27
Plastics, Mixed Rigids	Plastics Mixed Bulky Rigids (Baled, ¢/lb., picked up)	\$9.00	0.70%	\$0.06
Aluminum Cans	Metals Aluminum Cans (Sorted, Baled, ¢/lb., picked up)	\$1,950.00	2.00%	\$39.00
Steel Cans	Metals Steel Cans (Sorted, Baled, \$/ton, picked up)	\$210.00	1.40%	\$2.94
Contamination		(\$25.00)	15%	(\$3.75)
Total			100.00%	\$152.11

Note: Mixed Paper includes Office Paper, Newspaper, Chip/Paperboard, Mixed Paper/Junk Mail, and Aseptic Containers. HDPE = high-density polyethylene; OCC = old, corrugated containers; PET = polyethylene terephthalate.

**EXHIBIT C
COMPENSATION AND PAYMENT**

SAMPLE CALCULATION OF COMPENSATION

For Illustrative Purposes Only Years 3, 4 and 5 of the Contract – Does not utilize current compensation calculations

Payment to the Contractor

Assuming the following compensation terms:

- Average Market Value (AMV) = \$152 per ton of inbound Recyclables
- Contractor Per Ton Fee (CF) = \$65 (Year 3 of Contract)
- Revenue Share Percent (RS%) = 80% Contractor/20% City = City RS = \$30.40
- 3,500 tons/month of Recyclables

\$30.40/Ton RS is less than \$65/Ton Contractor Fee (CF); therefore City payment to the Contractor is calculated as follows:

- $(3,500 \text{ tons} \times \text{CF}) - (\$30.40/\text{Ton RS} \times \text{Tons of Program Recyclables})$.
- $(3,500 \text{ tons} \times \$65 \text{ CF}) - (\$30.40/\text{Ton RS} \times 3,500 \text{ Tons}) = \$121,100$.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/8/2023

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).

PRODUCER NFP Property & Casualty Services(Primary Casualty) 45 Executive Drive, Plainview, NY 11803 NFP Canada Corp * 184 Front Street - Suite 601 Toronto ON M5A 4N3	CONTACT NAME: RISK MANAGEMENT NE PHONE (A/C, No, Ext): 516-327-2700 FAX (A/C, No): 516-327-2800 E-MAIL ADDRESS: RiskCerts@nfp.com												
INSURER(S) AFFORDING COVERAGE													
INSURED GLFENVI-01 GFL Environmental Holdings (US), Inc and its subsidiaries 3301 Benson Drive - Suite 601 Raleigh NC 27609	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: National Union Fire Insurance Company of Pittsburg</td> <td style="width: 20%; text-align: center;">NAIC # 19445</td> </tr> <tr> <td>INSURER B: Chubb Insurance Company of Canada</td> <td></td> </tr> <tr> <td>INSURER C: AIU Insurance Company</td> <td style="text-align: center;">19399</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: National Union Fire Insurance Company of Pittsburg	NAIC # 19445	INSURER B: Chubb Insurance Company of Canada		INSURER C: AIU Insurance Company	19399	INSURER D:		INSURER E:		INSURER F:	
INSURER A: National Union Fire Insurance Company of Pittsburg	NAIC # 19445												
INSURER B: Chubb Insurance Company of Canada													
INSURER C: AIU Insurance Company	19399												
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER: 739648743** **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"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Loc/Project Agg	Y	Y	6882279	6/1/2022	6/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 4,400,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 4,400,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 20,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,400,000</td></tr> <tr><td>Loc/Project Agg</td><td style="text-align: right;">\$ 4,400,000</td></tr> </table>	EACH OCCURRENCE	\$ 4,400,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 4,400,000	GENERAL AGGREGATE	\$ 20,000,000	PRODUCTS - COMP/OP AGG	\$ 4,400,000	Loc/Project Agg	\$ 4,400,000
EACH OCCURRENCE	\$ 4,400,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 4,400,000																				
GENERAL AGGREGATE	\$ 20,000,000																				
PRODUCTS - COMP/OP AGG	\$ 4,400,000																				
Loc/Project Agg	\$ 4,400,000																				
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	9767484 (AOS) 9767485 (VA)	6/1/2022 6/1/2022	6/1/2023 6/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 4,400,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 4,400,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 4,400,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<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 checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	XBC602852*	6/1/2022	6/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 7,500,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 7,500,000</td></tr> <tr><td>Limits shown in CND\$</td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 7,500,000	AGGREGATE	\$ 7,500,000	Limits shown in CND\$	\$								
EACH OCCURRENCE	\$ 7,500,000																				
AGGREGATE	\$ 7,500,000																				
Limits shown in CND\$	\$																				
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC35901818 (AOS) WC35901819 (CA) WC35901820 (WI)	6/1/2022 6/1/2022 6/1/2022	6/1/2023 6/1/2023 6/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 5,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 5,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 5,000,000	E.L. DISEASE - POLICY LIMIT		\$ 5,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT		\$ 5,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 5,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 5,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Chubb Insurance Company of Canada - AMB #085725
 Certificate holder is included as an additional insured in accordance with endorsements attached of the General Liability, Automobile Liability and Contractors Pollution Policy as required by written contract. Waiver of Subrogation in favor of the additional insured(s) as allowed by law, as respects General Liability, Workers' Compensation/Employers Liability, Contractors Pollution and Automobile Liability in accordance with endorsements attached as required by written contract. Cancellation shall be provided accordance with endorsement attached.

CERTIFICATE HOLDER City and County of Denver Department 304, 11th Floor 201 W. Colfax Ave. Denver CO 80202	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
---	--

GFL ENVIRONMENTAL HOLDINGS (US), INC.

American Waste Transfer Station, LLC
American Waste, Inc.
Baldwin Pontiac LLC
County Recycling, LLC
County Waste of Fredericksburg, LLC
County Waste of Pennsylvania, LLC
County Waste of Virginia, LLC
County Waste Southwest Virginia, LLC
County Waste, LLC
CWV Holdco, Inc.
EMA Development, LLC
GFL Earth Services, Inc.
GFL Environmental Real Property, Inc.
GFL Environmental Recycling Services LLC
GFL Environmental Services USA, Inc.
GFL Environmental USA Inc.
GFL Environmental USA Roll-Off Inc.
GFL Holdco (US), LLC
GFL North Michigan Landfill, LLC
GFL Slim Jim 2, LLC
GFL Slim Jim 3, LLC
Green Ridge Recycling and Disposal Facility, LLC
Hazar Bestos Corporation
J&E Recycling, LLC
Mead Holdings, LLC
North Andrews Employment Park, LLC
Northeastern Environmental, LLC
Northeastern Exploration, Inc.
Northern A-1 Industrial Services, L.L.C
Soil Safe of California, Inc.
Soil Safe, Inc.
South Andrews Employment Park, LLC
Spare Lots, LLC
SWD Specialties, LLC
WCA Waste Corporation
Wexford County Landfill, LLC
Wexford Water Technologies LLC
Wrangler Holdco Corp.
Coulter Companies, Inc.
PDC Services, Inc.
Area Disposal Service, Inc.
Wigand Disposal Company
ADS Missouri Inc.
Coulter Construction Company
PDC Technical Services, Inc.
PDC Landfills, Inc.

GFL ENVIRONMENTAL HOLDINGS (US), INC. (Continued)

Tazewell County Landfill, Inc.
Peoria Disposal Company
Peoria City County Landfill, Inc.
Coulter Properties, Inc.
Area Landfills Inc.
Hickory Ridge Landfill, Inc.
Clinton Landfill, Inc.
Area Recycling, Inc.
Pink Trash Company Inc. dba Potomac Disposal

WASTE INDUSTRIES USA, LLC.

Alpine Disposal, Inc.
Bestway Recycling, Inc.
Black Creek Renewable Energy, LLC
ETC of Georgia, LLC
Five Part Development, LLC
GFL Everglades Holdings LLC
Haw River LandCo, LLC
L&L Disposal, LLC
Lakeway LandCo, LLC
Lakeway Sanitation & Recycling C&D, LLC
Lakeway Sanitation & Recycling MSW, LLC
Laurens County Landfill, LLC
Mountain States Packaging, LLC
Ponderosa LandCo, LLC
Red Rock Disposal, LLC
S&S Enterprises of Mississippi, LLC
Safeguard Landfill Management, LLC
Sampson County Disposal, LLC
Southeastern Disposal, LLC
Transwaste Services, LLC
Wake County Disposal, LLC
Wake Reclamation, LLC
Waste Industries Atlanta, LLC
Waste Industries of Delaware, LLC
Waste Industries of Maryland, LLC
Waste Industries of Pennsylvania, LLC
Waste Industries of Tennessee, LLC
Waste Industries USA, LLC
Waste Industries, LLC
Waste Services of Decatur, LLC
WI Burnt Poplar Transfer, LLC
WI High Point Landfill, LLC
WI Shiloh Landfill, LLC
WI Taylor County Disposal, LLC
Wilmington LandCo, LLC
Wimberly Hill, LLC

WCA WASTE SYSTEMS, INC.

Gish Holdings, Inc.
American Waste, LLC
Eagle Ridge Landfill, LLC
Emerald Waste Services, LLC
EWS Central Florida Hauling, LLC
Fort Bend Regional Landfill, L.P.
Freedom Waste Service, LLC
Grace Disposal Systems, L.L.C.
Jones Sanitation, L.L.C.
N.E. Land Fill, LLC
Pauls Valley Landfil, LLC
Royal Disposal and Recycle, LLC
Ruffino Hills Transfer Station, L.P.
Sooner Waste, LLC
Sunbelt Leasing Enterprises, LLC
Sunshine Recycling, Inc.
Town & Country Disposal Solid Waste Transfer Station, LLC
Town & Country Recycling, LLC
Town and Country Disposal of Western Missouri, LLC
Transit Waste, LLC
TransLift, LLC
TRex Auto Auction, LLC
V.F. Waste Services, LLC
Waste Corporation of Arkansas, LLC
Waste Corporation of Kansas, LLC
Waste Corporation of Missouri, LLC (WCA of Missouri, LLC)
Waste Corporation of Tennessee, LLC
Waste Corporation of Texas, L.P.
WCA – Kansas City Transfer, LLC
WCA Cares, Inc.
WCA Management Company, LP
WCA Management General, Inc.
WCA Management Limited, Inc.
WCA of Alabama, L.L.C.
WCA of Central Florida, Inc.
WCA of Chickasha, LLC
WCA of Florida, LLC
WCA of Oklahoma, LLC
WCA of St. Lucie, LLC
WCA Texas Management General, Inc.
WCA Waste Corporation
WCA Waste Systems, Inc.
WRH Gainesville Holdings, LLC
WRH Gainesville, LLC
WRH Orange City, LLC

GFL EVERGLADES HOLDINGS LLC

Advanced Disposal Services Zion Landfill, Inc.
Arbor Hills Landfill, Inc.
Chestnut Valley Landfill, LLC
Cobb County Transfer Station, LLC
Diller Transfer Station, LLC
Eagle Bluff Landfill, Inc.
Eagle Point Landfill, LLC
Emerald Park Landfill, LLC
GFL Illinois LLC
GFL Muskego LLC
GFL Pennsylvania LLC
GFL Solid Waste Midwest LLC
GFL Solid Waste Southeast LLC
Glacier Ridge Landfill, LLC
Greentree Landfill, LLC
Gwinnett Transfer Station, LLC
Hickory Meadows Landfill, LLC
Hoosier Landfill, Inc.
Land & Gas Reclamation, Inc.
Mallard Ridge Landfill, Inc.
Mobile Transfer Station, LLC
Montgomery Transfer Station, LLC
Mountainview Landfill, Inc.
Opelika Transfer Station, LLC
Renewable Energy – Eagle Point, LLC
Rolling Hills Landfill, Inc.
Sandy Run Landfill, LLC
Seven Mile Creek Landfill, LLC
Smyrna Transfer Station, LLC
Southern Alleghenies Landfill, Inc.
Stone’s Throw Landfill, LLC
Tallassee Waste Disposal Center, Inc.
Turkey Trot Landfill, LLC
Welcome All Transfer Station, LLC
Containers by Reaves, LLC
Pine Hollow, Inc.
PH Land, LLC.
Reaves Wrecking Co. LLC.
Alabama Dumpster Service, L.L.C.
Rock N Bar D, LLC.
Great American Disposal of Wisconsin, LLC.
Wood Island Waste Management, Inc.
Great American Environmental Services Inc.
Pauls Industrial Garage Inc.
Strouse Roll Off Inc.
Strouse Construction Inc.

GFL ENVIRONMENTAL HOLDINGS (US), INC. (Continued)

Sprint Waste Services, LP

Sprint Fort Bend County Landfil, LP

Sprint Recycling Center-Northeast, LLC

Sprint Montgomery County Landfil LP

Triple-S Compost LLC

Sprint Waste of Texas, LP

Shifflet's Waste Service LLC

Mako Industries LLC

Southwest Sanitation LLC

Bunn Box, LLC (*effective 2/28/23*)

Bunn Excavating

GFL Environmental Services Heartland

ENDORSEMENT

This endorsement, effective 12:01 A.M. 06/01/2022
forms a part of Policy No. 976-74-84
issued to GFL ENVIRONMENTAL, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

- I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

USDOT Number: _____ Date Received: _____

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
Federal Motor Carrier Safety Administration

**Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980**

FORM MCS-90

Issued to GFL Environmental USA Inc of Michigan
(Motor Carrier name) (Motor Carrier state or province)

Dated at 11:00 am on this 1st day of June, 2022

Amending Policy Number: 9767484 Effective Date: 06/01/2022

Name of Insurance Company: National Union Fire Insurance Co.

Countersigned by: 
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 4,400,000.00 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 913-495-4065.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8 , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101 ; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101 , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

POLICY NUMBER: 688-22-79

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED 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):
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.
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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. forms a part of

Policy No. 688-22-79 issued to GFL ENVIROMENTAL INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



POLICY NUMBER: 688-22-79

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Bodily injury, property damage or environmental damage based upon or arising out of **your product** after you have relinquished possession of the same, except if installed as part of **your work**.

16. Asbestos and Lead

Solely with respects to **Coverage D: Time-Element Pollution Liability, environmental damage** arising from asbestos, asbestos containing materials or lead-based paint in, on or applied to any building or other structure.

- a. This exclusion does not apply to **clean-up costs** for the remediation of soil, surface water or groundwater.
- b. This exclusion does not apply to **clean-up costs** to remediate asbestos, asbestos containing materials or lead-based paint within any structure that has been inadvertently displaced and such **clean-up costs** are the direct result of a **pollution incident** which first commences during the **policy period** and arises from explosion, fire, lightning, **Flood** or windstorm damage, provided that:
 - (1) The insured discovers the **pollution incident** within ten (10) days of first commencement of the **pollution incident**;
 - (2) The **pollution incident** is reported to us in writing within thirty (30) days of first commencement of the **pollution incident**; and
 - (3) Subject to **Section III. LIMITS OF INSURANCE AND DEDUCTIBLE**, Paragraphs 1. through 9., the most we will pay for **clean-up costs**, regardless of the number of insureds, **covered properties, pollution incidents, claims** or claimants, pursuant to the exception contained in this Paragraph shall not exceed \$100,000.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:
 - (1) **Bodily injury**:
 - (a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company); or
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) (a) above.
 - (2) **Property damage or environmental damage** to property owned, occupied or used by rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your

employees, volunteer workers, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person or organization having proper temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and until your legal representative has been appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- d. Any person or organization you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage or environmental damage** arising out of **your work**.
- e. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage or environmental damage** arising out of their financial control of you.
- f. A joint venture to which you are a party, but only to the extent of your participation in such joint venture.

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. **Claims** made or **suits** brought;
 - c. Persons or organizations making **claims** or bringing **suits**;
 - d. **Pollution incidents**;
 - e. **Image restoration events**;
 - f. **Disinfection events**; or
 - g. **Pre-claim events**.
2. The Policy Aggregate Limit is the most we will pay for the sum of all damages, **emergency response expenses, image restoration expenses, disinfection event expenses** and **pre-claim event expenses** under **Coverages A** through **G** inclusive.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages, **emergency response expenses, image restoration expenses, disinfection event expenses** and **pre-claim event expenses** under **Coverages A** through **G** inclusive arising out of any one **occurrence**.
4. The limit of insurance applies in excess of the deductible amount shown in the Declarations. The deductible amount applies to the sum of all damages, **emergency response expenses** and **legal and claims expense payments** because of **bodily injury, property damage** and **environmental damage** arising out of any one **occurrence**.
We may pay any part or the entire deductible amount to effect settlement of any **claim** or **suit** or to pay **clean-up costs** or **emergency response expenses** which may be covered under this policy and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
5. The Image Restoration Expense Aggregate Limit is the most we will pay for the sum of all **image restoration expenses**. Subject to the Image Restoration Expenses Aggregate Limit, the Image Restoration Expenses Each Occurrence Limit is the most we will pay for all **image restoration expenses** arising out of the same, related or continuous **image restoration event**. The Image Restoration Expenses Each Occurrence Limit applies in excess of the deductible amount shown in the Declarations.
6. The Disinfection Event Expenses Aggregate Limit is the most we will pay for the sum of all **disinfection event expenses**. Subject to the Disinfection Event Expenses Aggregate Limit, the Disinfection Event Expenses Each Occurrence Limit is the most we will pay for **disinfection event expenses** arising out of the same, related or continuous **disinfection event**.



IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Policy Number: ICELLUW00121214
Insured Name: GFL Environmental USA, Inc

Effective Date of Endorsement: 6/1/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

The following is added to the paragraph entitled **SUBROGATION** set forth in Section **VII. CONDITIONS**:
Notwithstanding anything to the contrary in this Paragraph, the Company hereby expressly waives any rights of subrogation against the following:

Where required by written contract

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative

