

FIFTH AMENDATORY COMPOSTING AGREEMENT

This **FIFTH AMENDATORY COMPOSTING AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **WASTE MANAGEMENT DISPOSAL SERVICES OF COLORADO, INC.**, a Colorado corporation with its principal place of business located at 5500 S. Quebec Street, Suite 250, Greenwood Village, Colorado 80111 (hereinafter referred to as “WMC” or “Contractor”), jointly (“the Parties”).

RECITALS:

A. The City and Waste Management of Colorado, Inc. entered into an Agreement dated December 10, 2015, an Amendatory Agreement dated January 16, 2019, a Second Amendatory Agreement dated September 26, 2019, a Third Amendatory Agreement dated January 7, 2021, and a Fourth Amendatory Agreement dated September 21, 2021 (collectively, the “Agreement”) to operate a composting facility at the Denver Arapahoe Disposal Site landfill. On or about October 26, 2022, Waste Management of Colorado, Inc. assigned its rights and obligations under the Agreement to WMC; and

B. The Parties wish to amend the Agreement to extend the term, update standard provisions, and update Exhibit C – the certificate of insurance.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 1 of the Agreement entitled “**Term**”, subsection 1.1 is hereby deleted in its entirety and replaced with:

“1.1 The term (“**Term**”) of this Agreement will begin **January 1, 2016** and extend until **December 31, 2023**. The Term may be extended by written agreement of the Parties. WMC or the City may terminate this Agreement for convenience after providing one-hundred eighty (180) days written notice to the other Party.”

2. Section 21 of the Agreement entitled “**No Discrimination in Employment.**”, subsection 21.1 is hereby deleted in its entirety and replaced with:

“21.1 In connection with the performance of work under the Agreement, the WMC 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 WMC shall insert the foregoing provision in all subcontracts.”

3. Section 24 of the Agreement entitled “**No Employment of Illegal Aliens to Perform Work Under the Agreement.**” is hereby deleted in its entirety and replaced with:

“24. No Employment of Workers Without Authorization to Perform Work Under the Agreement.

24.1 This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

24.2 WMC certifies that:

24.2.1 At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

24.2.2 It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

24.2.3 It will not enter into a contract with a subconsultant or subcontractor that fails to certify to WMC that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

24.2.4 It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify

Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

24.2.5 If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. WMC shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

24.2.6 It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

24.3 WMC is liable for any violations as provided in the Certification Ordinance. If WMC violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, WMC shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying WMC from submitting bids or proposals for future contracts with the City.”

4. **Exhibit C** is hereby deleted in its entirety and replaced with **Exhibit C-1, Certificate of Insurance**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit C** are changed to **Exhibit C-1**.

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Fifth Amendatory 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number: ESEQD-202265533-05/ ENVHL-201524286-05
Contractor Name: WASTE MANAGEMENT DISPOSAL SERVICES OF COLORADO, 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:

ESEQD-202265533-05 / ENVHL-201524286-05
WASTE MANAGEMENT DISPOSAL SERVICES
OF COLORADO, INC.

By:  _____
2662860BF4064CA...

Name: Scott Bradley
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT C-1 CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/09/2022

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 Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Waste Management Disposal Services of Colorado, Inc. 5500 S. Quebec Street, Suite 250 Greenwood Village CO 80111 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Ironshore Specialty Insurance Company</td> <td>25445</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ironshore Specialty Insurance Company	25445	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570096439400 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			IEELPLLCAS2F002	07/01/2022	07/01/2023	EACH OCCURRENCE \$24,000,000 AGGREGATE \$24,000,000
	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 <input type="checkbox"/>	N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Env Site Liab			ISPILLSCAS2J002 Claims-Made	07/01/2022	07/01/2023	Each Incident Limit \$1,000,000 Aggregate Limit \$2,000,000

Certificate No : 570096439400

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

Named Insured Site Location: Waste Management Disposal Services of Colorado, Inc., Denver Arapahoe Disposal Site, 3500 Gun Club Road, Aurora, CO 80018.
 RE: Contract reference number ESEQD-202265533.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Department of Public Health and Environment, Attn: Norma Alarcon DDPHE-Division Of EQ 101 W. Colfax Avenue, Suite 800 Denver CO 80202 USA	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 <div style="text-align: center; font-family: cursive; font-size: 1.2em;"> Aon Risk Services Southwest, Inc. </div>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/1/2023 11/17/2022

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 LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:			
	PHONE (A/C, No, Ext):	FAX (A/C, No):		
E-MAIL ADDRESS:				
INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURER A: ACE American Insurance Company			22667	
INSURED 1300436 WASTE MANAGEMENT HOLDINGS AND ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT DISPOSAL SERVICES OF COLORADO INC 3500 SOUTH GUN CLUB ROAD AURORA CO 80046	INSURER B: Indemnity Insurance Co of North America			43575
	INSURER C: ACE Fire Underwriters Insurance Company			20702
	INSURER D: ACE Property & Casualty Insurance Co			20699
	INSURER E:			
	INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 12674121** **REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	HDO G72492365	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	N	MMT H25550328	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	XEUG27929242 007	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A 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	N/A	WLR C68918595 (AOS) WLR C68918558 (AZ,CA & MA) SCF C68918637 (WI)	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	N	XSA H25550286	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: COMPOSTING AGREEMENT (ESEQD-202265533): AS REQUIRED BY WRITTEN CONTRACT, THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA AND EXCESS LIABILITIES, AND EXCESS AUTO LIABILITY.

CERTIFICATE HOLDER 12674121 CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT ATTN: NORMA ALARCON 101 W. COLFAX AVENUE, SUITE 800 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 