

AGREEMENT

THIS 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 office street address located at 800 Capitol Street, Suite 3000, Houston, TX 77002, doing business in Colorado at 3500 South Gun Club Road, Aurora, CO 80018, and with a mailing address located at 222 S. Mill Avenue, Suite 301, Tempe, Arizona 85281 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1) **COORDINATION AND LIAISON**: Contractor shall fully coordinate all services under the Agreement with the Executive Director of Department of Transportation and Infrastructure (“Executive Director”) or, the Executive Director’s Designee. For the purposes of day-to-day administration, the Director of Solid Waste Management is the Executive Director’s designee.

2) **SERVICES TO BE PERFORMED**:

a) Contractor shall furnish facilities at which the City may deliver materials it collects from Denver’s Compost Collection Program, Denver’s LeafDrop Program, and organic drop-off facilities (collectively “Accepted Materials”), and shall accept delivery of the Accepted Materials, except as provided in **Exhibit A, Scope of Work**. Contractor shall provide or act as a compost processing outlet for the City throughout the term of the Agreement, regardless of market fluctuations for compost. Except residue from processing, Contractor shall not landfill, burn, or convert for burning any Mixed Organic Materials (as defined in **Exhibit A**), leaves from the LeafDrop Program, or the resulting finished compost.

b) If Contractor is unable to process the Accepted Materials due to accidents, machine breakdowns, fire or other incidents, the Contractor shall find alternate processing locations and transport the Accepted Materials.

c) As the Executive Director directs, Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A**, to the City’s satisfaction.

d) Contractor shall operate and maintain its facilities in full compliance with all applicable laws, rules, regulations of the United States and the State of Colorado, all applicable local ordinances, rules, and regulations, and with the laws, rules, and regulations of any other public entity having lawful jurisdiction over any of Contractor’s facilities.

e) Contractor is ready, willing, and able to undertake the obligations set forth in the Agreement.

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

g) The City shall have the reasonable right to observe all Contractor operations related to the Agreement. Observations may be by City employees or City representatives.

3) **DELIVERY OF MATERIALS; SOURCE OF MATERIALS; NON-ACCEPTABLE MATERIALS; AND DISCLAIMER:**

a) **Delivery of Materials:** The City shall deliver the Accepted Materials to Contractor's Processing Location or Transfer Location option as outlined in **Exhibits A and B**.

b) **Source of Materials:** The sources of the Accepted Materials are Denver's Compost Collection program, Denver's LeafDrop programs and yard debris and brush from the City's drop-off facility. The Parties understand and agree that:

- i) The City provides residents participating in the Denver's Compost Collection Program with a large composting cart for collection of yard debris, food waste, and non-recyclable paper for the City to pick-up. These materials, as further identified in **Exhibit A**, are referred to in the Agreement as "Accepted Materials."
- ii) The City seasonally makes available sites for residents to drop off leaves.
- iii) These methods result in collection of and drop off of materials other than Mixed Organic Materials and leaves ("Non-acceptable Materials").
- iv) The City will deliver the Accepted Materials from the compost carts to Contractor's facility on the same day that it collects them in an "as picked-up" condition and that the City will not sort, process, bundle, or bale any of the Accepted Materials. All processing or other operational costs incurred upon or after delivery of organic materials to the processing location shall be the obligation of the Contractor, except as provided in **Exhibit A**.
- v) Through the City's public education, training, and audit campaign, it will encourage residents participating in the Denver Compost Collection Programs to only discard of Mixed Organic Materials in the City provided compost carts and encourage them not to allow any Non-acceptable Materials to be comingled with Mixed Organic Materials or leaves dropped off through the LeafDrop program.

c) **Non-Acceptable Materials:** Except as provided for in **Exhibit A**, Contractor shall process all loads delivered by the City. Contractor shall handle, transport, and dispose of all Non-acceptable Materials in accordance with the Agreement.

d) **DISCLAIMER: NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, EXPRESS OR IMPLIED, THE CITY IS PROVIDING MATERIALS ON AN “AS IS” BASIS, WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATION, WARRANTY OR GUARANTEE, INCLUDING, FITNESS, MERCHANTABILITY. EXCEPT FOR THE REMEDIES IN EXHIBIT A, THE CITY IS NOT RESPONSIBLE FOR ANY COSTS INCURRED BY CONTRACTOR, INCLUDING THOSE RESULTING FROM OR ARISING OUT OF LOST REVENUES, LOSS OF USE, COSTS OF RECOVERY, COST OF ANY SUBSTITUTE MATERIAL, CLAIMS BY THIRD PARTIES, OR OTHER SIMILAR COSTS.**

4) **TERM:** The Agreement shall commence on **February 1, 2024** and will terminate on **January 31, 2027** (“Term”). The term of this Agreement may be extended by mutual consent of the Parties under the same terms and conditions by a written amendment to this Agreement for up to two (2) additional one (1) year terms.

5) **COMPENSATION AND PAYMENT:**

a) **Fees:** Contractor shall accept as its sole compensation for all services performed and costs incurred amounts based on Contractor’s monthly invoices; provided however, that the total amount billed by Contractor may not exceed the Maximum Contract Amount and that the amounts billed are based on the rate(s) set forth in **Exhibit B**.

i) **Annual CPI Adjustments.** Commencing on February 1, 2025, and on the same date annually thereafter (the “Adjustment Date”), the Contractor rates set forth in **Exhibit B** (the “Rates”) shall be increased by an amount equal to the then-current Rates multiplied by one hundred percent (100%) of the percentage change of the average Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (“CPI-U”) from the 12-month period ending the next previous December to the average CPI-U for the 12-month period ending the previous December. Provided that adequate supporting information has been submitted by Contractor, the annual adjustment to Rates shall be deemed approved and shall take effect as outlined in this section.

ii) **Other Rate Adjustments.** In addition to the Annual CPI Adjustment provided above, the Rates shall be further adjusted to fully capture Contractor’s increased costs and lost revenue associated with performance of the services hereunder due to any one or more of the following causes:

- A. Force majeure events;
 - B. Changes in Applicable Law effective after the date this Agreement is first signed by a party. For purposes of this Agreement, “Applicable Law” means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement; and for purposes of this Agreement, includes prevailing wages and fringe benefits in Section 35.
 - C. Increases in costs to transport waste material, including increases in the cost of fuel; or
 - D. Increases in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the services provided hereunder.
- b) **Rate Adjustment Process.** If Contractor desires a Rate adjustment pursuant to Section 5(a)(2), it shall submit to the City evidence of a force majeure event, change in applicable law, increase in transport costs, or increase in surcharges, fees, assessments, or taxes, and its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such force majeure event, change in applicable law, increase in transport costs, or increase in surcharges, fees, assessments, or taxes. The City may request documentation and data reasonably necessary to confirm such force majeure event, change in applicable law, increase in transport costs, or increase in surcharges, fees, assessments or taxes and calculations by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law including the Colorado Open Records Act, C.R.S. §§ 24-72-200.1–205.5, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The City shall in good faith consider Contractor’s proposed Rate adjustment but shall in no case be required to accept Contractor’s proposed rate adjustment; however, City shall not unreasonably withhold acceptance where Contractor has established increased costs or lost revenue from an event described above. The City shall have thirty (30) days to review Contractor’s Rate adjustment submittal and provide comments/questions to Contractor. Upon receipt of any City comments/question, Contractor shall have ten (10) days to make any necessary

corrections to its calculations and provide the City with revised Rates. Thereafter, the adjustments to the Rates shall take effect. Any disputes between the parties regarding Contractor's Rate adjustment calculations shall be addressed first through negotiations and then through the dispute resolution process described in Section 20.

c) **Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement. All of Contractor's expenses are contained in the rates in **Exhibit B**.

d) **Invoicing**: Contractor shall submit a monthly invoice and monthly report to the City along with all other supporting documentation required by the City. At a minimum, the report must contain: the tons (or proposed alternative measure) of organic materials received by Contractor and delivered by the City; copies of all weigh slips, where possible (a volume/ticket slip minimum); the total invoice amount to be paid by the City; list of deductions and payments and itemization of any adjustments allowed under the Agreement; the name of Contractor's employee who prepared the report; the date of report preparation; miscellaneous notes; and any other information requested by the City. The invoice and report must be in a format and contain level of detail acceptable to the City. All invoicing and supporting documentation must be sent to Recycling Manager, 2000 W. 3rd Ave. 3rd Floor, Denver, Colorado 80223. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under the Agreement.

e) **Maximum Contract Amount**:

i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX MILLION DOLLARS AND ZERO CENTS (\$6,000,000.00)** (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 **Exhibit A**. Any services performed beyond those in **Exhibit A** 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 the 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**: Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

7) **TERMINATION:**

a) Termination without cause. Commencing at the beginning of the second year of the Agreement and in all subsequent years thereafter within the term of the Agreement, including additional years contemplated by this Agreement if approved by amendment, the City has the right to terminate the Agreement without cause upon one-hundred and eighty (180) days prior written notice to the Contractor.

b) Termination for cause. The City has the right to terminate the Agreement for cause upon written notice to the Contractor effective immediately; provided, however, that if termination for cause is due to the Contractor's failure to perform the Services in accordance with **Exhibit A** before the City may terminate the Agreement, the Contractor shall have the right to cure or correct such failure ("Right to Cure") within thirty (30) days' after receiving the City's written notice of termination. If the Contractor fails to cure the default within the allotted time, the City may, at its option, immediately terminate the Agreement by written notice to the Contractor. Nothing gives the Contractor the right to perform Services under the Agreement beyond its termination in accordance with the terms of this Agreement.

c) Notwithstanding the preceding paragraphs, the City may terminate the Agreement if Contractor or any of its officers or management-level 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, kickbacks, 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.

d) Upon termination of the Agreement, with or without cause, 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.

e) 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 Contractor's possession, custody, or control by whatever method the City deems expedient. 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. Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

8) **EXAMINATION OF RECORDS AND AUDITS:** 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 audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

9) **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.

10) **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 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 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 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 C**, 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 endorsements.

c) **Additional Insureds**: For Commercial General Liability, Business Auto Liability, Pollution Liability, and Excess Liability/Umbrella (if required), Contractor and subconsultant'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 Business Automobile Liability, or its equivalent, 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. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

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

e) The defense and indemnification obligation shall survive the expiration or termination of the Agreement.

12) **TAXES, CHARGES AND PENALTIES**: 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. 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.

13) **ASSIGNMENT; SUBCONTRACTING**: Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of the 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) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subcontractor or assign.

14) **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.

15) **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 Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16) **NO AUTHORITY TO BIND CITY TO CONTRACTS**: 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.

17) **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.

18) **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.

19) **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, at the addresses set forth below. 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.

If to the City:

Executive Director of Public Works or Designee
201 West Colfax Avenue, Dept. 608
Denver, Colorado 80202

With a copy of any such notice to:

Department of Transportation and Infrastructure
Director, Solid Waste Management Division
2000 W. 3rd Avenue, 3rd Floor
Denver, Colorado 80223

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

If to the Contractor:

Waste Management
District Manager
3500 S. Gun Club Road
Aurora, CO 80018

With a copy of such notice to:

Waste Management
Attn, Director – Disposal Operations
222 S. Mill Avenue, Suite 301
Tempe, AZ 85281

20) **DISPUTES**: 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 the Agreement.

21) **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.

22) **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.

23) **COMPLIANCE WITH ALL LAWS**: Contractor shall perform or cause to be performed all services and shall operate and maintain its facilities 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.

24) **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 they have 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.

25) **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.

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

27) **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 Contractor and paid for by the City pursuant to the Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. Contractor shall disclose all such items to the City and shall register such items in the name of the City and County of Denver unless the Executive Director directs otherwise in writing. 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," Contractor (by the 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.

28) **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, 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.

29) **ADVERTISING AND PUBLIC DISCLOSURE:** Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of 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. 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.

30) **CONFIDENTIAL INFORMATION:**

a) **City Information:** 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. Proprietary Data or confidential information does not include Materials delivered to Contractor under this Agreement.

31) **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.

32) **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.

33) **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.

34) **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances 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.

35) **PREVAILING WAGE:** Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City- owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

Date bid or request for qualifications/proposals was advertised: **November 2, 2023.**

Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

Contractor shall provide the Auditor with electronically certified payroll records for all covered workers employed under the contract.

Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

36) **COUNTERPARTS OF THE AGREEMENT**: The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

37) **FORCE MAJEURE**: Contractor shall not be liable to the City for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement to the extent such failure, delay or interruption is due to causes which were not reasonably foreseeable and are beyond the control of Contractor, including without limitation strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which Contractor is not responsible or which is not in its power to control.

38) **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, 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.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Fees/Rates.

Exhibit C – Certificate of Insurance.

Exhibit D – Prevailing Wage Rate Schedule

[The Remainder Of This Page Is Intentionally Left Blank]

Contract Control Number: DOTI-202372031-00
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:

DOTI-202372031-00
WASTE MANAGEMENT DISPOSAL SERVICES OF
COLORADO, INC.

By:  _____

Name: Scott Bradley
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A - SCOPE OF SERVICES

COMPOST PROCESSING SERVICES

BACKGROUND AND OVERVIEW

The City and County of Denver's Solid Waste Management Division operates a residential compost collection program that serves single-family homes, multi-family buildings up to seven units, municipal buildings, and Denver Public Schools. As of January 2023, the division implemented a Pay-As-You-Throw program with the goal of increasing the City's diversion rate to 50% by 2030. This will grow access to the compost program from 30,000 previous compost subscribers to all customers, approximately 180,000 households. The compost rollout began in July 2023 in one solid waste collection district, to approximately 11,000 households. The remaining eight collection districts will be phased in throughout the next couple of years.

Below are some key points about the service:

1. Currently Denver collects an average of 13,000 tons of organic material annually. With the expansion of the compost program to all customers, that could grow to approximately 75,000 tons annually.
2. Material is picked up from households by SWM, collected at Denver's City-owned transfer station and a 3rd party transfer station (Salva Terra), and hauled in self-dumping tractor trailers to the Contractor for processing.
3. Solid Waste Management runs seasonal diversion events that overlap with the residential collection program. The Leafdrop program currently generates about 500-800 tons of source-separated leaves, pumpkins, and paper yard waste bags per year. The annual Compost Sale event has been operating for about 15 years and generally sells over 5,500 cubic yards of finished compost annually that is suitable for residential use. SWM also collects Christmas trees during its Treecycle program and mulches those trees for distribution at the annual Mulch Giveaway event.
4. Denver Solid Waste Management operates one drop-off center where it collects organic material from Denver residents for composting. The drop-off accepts the same materials as the collection program, resulting in primarily yard waste for composting.
5. Future services may be added as the City works towards increased programming and circularity within City operations, including additional drop sites and collection events.

The City is dedicated to environmentally sound waste management with a focus on high quality customer service while maintaining clean material for composting. To provide a high-quality service to its residents, the City values a vendor that is experienced with producing a high-quality compost and also in the marketing of a high-quality compost product that will support a circular economy and add value back to our local environment and to Colorado's soils.

ACCEPTED MATERIALS

The material delivered will consist of commingled accepted materials, including mixed yard debris and food waste, plus additional approved items phased in only as agreed upon between the City and Contractor in writing, such as non-recyclable paper and approved certified compostable serviceware. The material collected is typically 95% yard debris and brush and 5% food waste. The Processor shall accept mixed organic material from the City's Solid Waste Management Division's organics collection program.

Current accepted material list:

- All food waste (including processed foods such as baked goods, breads, meat and bones, seafood, vegetable scraps, dairy products)
- All yard debris (flowers, grass clippings, houseplants, leaves, plant trimmings, small branches (no larger than 4 feet in length and 4 inches in diameter), weeds. Excluding dirt, sod, mulch, and large branches)
- Compost Manufacturers Alliance-approved 3gal bags
- Paper yard waste bags during high yard waste seasons (April-June and September-November)

The City and Contractor may agree to phase in:

- Non-recyclable paper and wood products (including paper towels, pizza boxes, toilet paper, paper bags year-round, coffee filters, wooden popsicle sticks)
- Additional certified compostable serviceware

Items not currently accepted include:

- Non-food-scrap material and non-yard debris material
- Paper products including tissues, paper towels and napkins, tissue paper, brightly colored paper, paper scraps and shredded paper, tea bags, coffee filters, and pizza boxes (excluding allowed paper yard waste bags)
- All compostable packaging and products (including those that are certified compostable), including cups, utensils, plates, and takeout containers
- Compostable plastic bags except 3gal or smaller CMA-certified compostable bags
- Plastics, glass, metals, diapers, pet waste, treated wood, rubber bands, twist ties, produce stickers, sod, mulch, rocks, gravel, and dirt
- Hazardous waste, electronic waste, medical waste, radioactive waste, construction and demolition waste, and batteries

The Contractor will also accept, from October through January, source separated leaves collected separately through the City's annual Leafdrop recycling program. These leaves may come commingled with paper yard waste bags and pumpkins. The contractor will resell a portion of that compost at the City's annual Compost Sale in May. Other services or events may be added.

During the Term, the Parties may add or delete materials from the definition of accepted material list only by an amendment to the Agreement.

ESTIMATED QUANTITIES

Current collection from 40,000 customers averages 13,000 tons annually. Collection could grow to 75,000 tons annually once compost collection has been phased in for all customers. Tonnage quantities and material breakdown are not guaranteed and may change seasonally.

DELIVERY CONSIDERATIONS

Organic materials shall be collected and hauled to Contractor's site by the City in accordance with the City's existing collection policies and practices and conducted in the best interests of the City. The site shall be available to receive City collected organic material Monday through Friday from 7:00 a.m. until 5:00 p.m. Materials shall be accepted during the same hours on Saturday at the City's sole option when: (i) a City Holiday falls on a weekday (Monday through Friday), or (ii) a special event or circumstance (as determined by the City) occurs on or before Saturday which shall require the delivery of materials to Contractor on a Saturday. In exercising its option to deliver organic materials on a Saturday, the City shall notify Contractor before 4:00 p.m. of the Thursday preceding Saturday. Existing scheduled holidays where the City will

request Saturday service after the holiday are: New Year's Day (January 1), Martin Luther King Day (third Monday in January), Presidents' Day (third Monday in February), Cesar Chávez Day (third Monday in March), Juneteenth (June 19), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day (December 25).

Contractor must be able to receive loads delivered in transfer trailers (walking floor only) at all sites.

Upon delivery of material, the contractor shall provide the City with a weigh slip containing information regarding each of the loads that are received by the Contractor and must include truck number, date, full weight, tare weight, net weight and time weighed in and out. If scales are not available, the ticket will indicate total cubic yards of material.

Failure to accept materials delivered to the facility and/or transfer facility during scheduled receiving hours may result in an administrative charge of \$500 per vehicle per occurrence. Failure to provide a time within thirty (30) minutes to get from entrance gate to entrance of compost facility, excluding any delays caused by the City and County of Denver, may result in an administrative charge of \$100 per vehicle per occurrence. The City shall provide Contractor proof of travel time from entrance gate to entrance of compost facility for any delivery in question.

Material shall be delivered to the facility via:

1. Direct haul by route trucks
2. Tractor trailers loaded at a City-controlled or 3rd party-operated transfer station. Prior to delivery of such material to Contractor, it must be kept segregated from other waste streams other than compost at the transfer station(s). Upon approval of other contractors, Contractor, along with approved City personnel, will have the right to visit and inspect such transfer stations to confirm that materials subject to this agreement are not being comingled or contaminated at such facilities. Deliveries from such transfer stations shall be made in a walking floor trailer or another vehicle capable of self-dumping. Contractor will not be required to provide a tipper.
3. Contractor-operated transfer station

FACILITY REQUIREMENTS

The Contractor's composting sites must be fully permitted by the Colorado Department of Public Health and Environment (CDPHE).

Should the Contractor experience an inability to process the City's organic materials due to accidents, machine breakdowns, fire, permit non-compliance, staff shortages, or other incidents, it shall be Contractor's responsibilities to find alternate processing locations, and be responsible for any costs incurred for transport and processing at the alternate facility, except when caused by a Force Majeure event as provided in Section 37 of the Agreement.

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, educational, 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 as point of contact, which Contractor will consider and use good faith efforts to resolve performance issues.

MATERIAL ACCEPTANCE

The quality and quantity of organic materials to be delivered shall not be guaranteed by the City. The organic materials shall be taken to the Contractor's sites 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 organic materials to the processing location shall be the obligation of the Contractor. The City shall make reasonable efforts to ensure that only organic materials as collected are brought to contractor's processing location. The City shall take reasonable steps to limit the delivery of non-designated organic materials and other materials through its extensive public education, training, and audit campaign which shall inform residents not to place such items with organic materials. The City recognizes that cart-based organics collection will result in some collection of non-acceptable materials.

LOAD REJECTION PROCEDURES

Should the City deliver a load of compost that is deemed to be contaminated by more than 10% by weight the contractor may choose to clean up the load for composting or dispose of the load. The contractor will be responsible for either option and may bill the City at the price agreed upon in the Contract. The City strongly encourages the contractor to clean the load and may choose to support such efforts with City personnel to assist. If the Contractor intends to reject a load of organics, the Contractor shall comply with the following procedure:

- The Contractor shall immediately isolate the load and notify the City, document the occurrence of such event by digital photograph or video, and allow the City to inspect the load prior to either option.
- The Contractor and the City must mutually agree that the amount of contamination in a given load exceeds 10% of the load by weight. If the City does not concur that the load contains more than 10% contamination by weight, then Contractor must demonstrate to the City, in a manner acceptable to City, and in the presence of the City, that the 10% threshold has been exceeded. If the load does not contain more than 10% 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 10% contamination by weight, then the Contractor may reject the load.
- Should Excluded Material be found in a compost load, the Contractor may reject the load even if the contamination level is lower than 10% by weight. The same rejection procedure listed in this section shall be followed to isolate, notify, and document the contamination. If Excluded Material is found the City shall coordinate the removal and associated costs. For purposes of this paragraph, "Excluded Material" means (i) radioactive, volatile, corrosive, flammable, explosive, asbestos-containing, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations; (ii) any items or material prohibited by federal, state or local laws or regulations, or (iii) any items or material that could adversely affect the health and safety of staff, or the operation or useful life of the facility(ies) or associated equipment.

PROCESSING AND MARKETING

At the compost site, the materials will be fully composted into a finished compost product that meets the US Composting Council Seal of Testing Assurance for compost as a soil amendment.

Contractor shall provide or act as a compost processing outlet for the organic materials during the term of the agreement regardless of market fluctuations for compost. Under no circumstances shall the Contractor

landfill, burn, or convert for burning the organic materials or resulting finished compost. Contractor shall not store or process materials in violation of health and safety regulations and shall conform to all regulations and related requirements of the City and the Colorado Department of Public Health and the Environment. Should the Contractor be found in violation of these terms, the City will issue an administrative charge of \$1,000 per occurrence plus \$25 per ton.

The Contractor shall be responsible for receiving, processing, and marketing all organic material 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 organics as well as marketing and transporting finished compost derived therefrom shall be the responsibility of the Contractor.

RECORDKEEPING AND REPORTING

The Contractor will provide a client dashboard to review monthly and annual reports. A report and invoices will be sent to the City on a monthly basis. The invoices and report shall contain the following: tons (or proposed alternative measure) of organic materials received by the Contractor and delivered by the City; the total invoice amount to be paid by the City; any deductions, other payments, or adjustments made by the Contractor allowable under the contract; copies or a report of all weigh slips; the name of the employee who prepared the report; the date of report preparation; any other information reasonably requested by the City; and, miscellaneous notes.

The Contractor will submit an annual report no later than March 1 of each year. The report should include overall facility summary, as well as documentation of the total tons through the facility. It shall also contain information about contamination and how the finished compost generated from the City's material was marketed and used. This document may also contain other reasonably requested information requested by the City. The Parties will meet annually to discuss programmatic progress, challenges, potential changes, pilot programs, and educational efforts. Failure to provide the annual report within the required timeframe may result in an administrative charge of \$50 per day per occurrence.

COMMUNITY EDUCATION AND SERVICES

The Contractor shall support the City's educational efforts and designate a point person to communicate with the City's Education and Diversion Team. The Contractor shall support the City by cooperating with marketing, media requests and public tours, and it shall provide public education materials regarding the composting process to be mutually agreed to and approved by the City. Public tours shall be allowed at least four times per year. 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, transportation, time of day for scheduling tours, and tour logistics for safely moving visitors through the facility without disrupting normal facility operations.

PILOT PROGRAMS

The Contractor will work with the City on pilot programs that help market finished compost products produced from materials collected in City's compost collection program. This may entail additional processing, transloading, and coordination with 3rd party vendors. The Contractor shall work with 3rd party transfer and/or sorting facilities as requested by the City to terms agreed upon by the Parties. Any 3rd parties transporting or sorting material on the City's behalf shall have the same contract terms laid out in the Agreement.

NOTICE TO CITY OF VIOLATIONS

Should the Contractor receive a notice for the violation of any law regarding the compost facility, the Contractor shall report the violation to the City's Representative no later than twenty-four (24) hours or one business day following receipt of notification. In the event notification is made via email, receipt of notification refers to when the email is opened by the recipient and a receipt validation email has been sent to the City. Report to the City shall include the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation. Failure to notify the City of violations may result in an administrative charge of \$500 per day per occurrence.

CITY'S RIGHT AND RESPONSIBILITIES

Volume Commitment

For purposes of this Agreement, the "Annual Minimum" is 80% of all Accepted Materials collected or received by the City during an Agreement year (i.e., each February to February period during the Term). The City shall deliver at least the Annual Minimum to Contractor but may deliver within the City's discretion up to 100% of total tonnage collected or received; City shall use good faith efforts to deliver the Annual Minimum in equal amounts over an Agreement year. Contractor shall have the right to audit relevant City records to confirm City has met the Annual Minimum delivery obligation. If City fails to deliver the Annual Minimum during a particular Agreement year, then Contractor (i) may agree that such shortfall will be added to the following Agreement year, or (ii) require City to pay Contractor such shortfall tonnage amount x then-current Tipping Fee Primary Processor Location; such City payment shall be made within 30 days following the end of the particular Agreement year.

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.

Accepted Materials

During the Term, the Parties may add or delete materials from the definition of Accepted Materials only 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 materials.

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.

Regular Meetings

Parties will meet at least quarterly, but may meet monthly or as needed, to discuss volume amount, compost rollout plans, operational needs, and other aspects of the compost program.

EXHIBIT B - FEE STRUCTURE

COMPOST PROCESSING SERVICES

All prices quoted shall be firm and fixed for the first year of the contract and may be increased each year during the contract terms pursuant to Section 5 of the Agreement.

Surcharges may be passed through to City.

Item Number	Description	Tipping Fee (Primary Processor Location)	Tipping Fee (Alternative Tipping Location)
1	Price per ton the City will pay for delivered mixed organics (residential curbside/drop-off materials that contain food and yard waste) to Contractor's facility.	^{1,2} \$47.37	D&R Transfer Station ^{1,2} \$76.67
2	Price per ton the City will pay for delivered source separated leaves/pumpkins to Contractor's facility.	^{1,2} \$37.37	D&R Transfer Station ^{1,2} \$76.67
3	Price per ton the City will pay for rejected loads (contaminated beyond 10% or agreed upon amount by weight).	³ \$30.48	D&R Transfer Station ³ \$46.43
4	Price per ton the City will pay for pre-sorted loads (sorted by Denver or 3rd party transfer station).	^{1,2} \$47.37	D&R Transfer Station ^{1,2} \$76.67

1 - Includes \$3.79/ton for CCD 8% Royalty at DADS Compost Facility

2 - Includes approximately \$7.90/ton for CCD Prevailing Wage Premium at DADS LF

3 - Includes CCD 24% Royalty (\$6.99/ton) and CCD Prevailing Wage at DADS LF

Administrative Charges and Performance Standards

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.

It is the intent of the Agreement to ensure that the Contractor provides a high-quality level of compost processing services. To this end, any performance issues identified by the City and reported to the Contractor shall be promptly resolved within one (1) business day, to the extent possible. The City may levy administrative charges for the following:

Performance Standard Violation	Administrative Charges
Failure to accept Organics delivered to the facility and/or transfer facility during scheduled receiving hours.	\$500 per vehicle per occurrence
Failure to provide a time within thirty (30) minutes to get from entrance gate to entrance of compost facility, excluding any delays caused by the City and County of Denver.	\$100 per vehicle per occurrence
Disposal of Organics or Recovered Materials in the landfill without notification through the approved rejection procedure.	\$1,000 per occurrence plus \$25 per ton
Failure to notify the City of legal or regulatory violations within 24 hours of violation.	\$500 per day per occurrence
Failure to provide any required report within a required timeframe set forth in Exhibit A.	\$50 per day per occurrence

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. However, the City must notify the Contractor within one (1) business day of City becoming aware of facts that could lead to an administrative charge, so that Contractor may promptly resolve the issue. 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 20 of the Agreement, the Parties will make a good faith effort to resolve the dispute, to the extent possible. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2025

1/16/2024

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:														
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT DISPOSAL SERVICES OF COLORADO, INC. 800 CAPITOL STREET, SUITE 3000 HOUSTON TX 77002	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Indemnity Insurance Co of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Insurance Company</td> <td style="text-align: center;">20702</td> </tr> <tr> <td>INSURER D : ACE Property and Casualty Insurance Company</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Indemnity Insurance Co of North America	43575	INSURER B : ACE American Insurance Company	22667	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D : ACE Property and Casualty Insurance Company	20699	INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 11076578 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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	Y	HDO G48902339	1/1/2024	1/1/2025	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H10822294	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEU G27929242 009	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	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	WLR C55517010 (AOS) WLR C55516881 (AZ,CA & MA) SCF C55517083 (WI)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	<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
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822233	1/1/2024	1/1/2025	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. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED(S) WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY AND THE BUSINESS AUTO LIABILITY POLICY.

CERTIFICATE HOLDER

CANCELLATION See Attachments

11076578 CITY AND COUNTY OF DENVER PUBLIC WORKS PURCHASING/FINANCE DEPT. 201 W. COLFAX AVE., DEPT. 611 DENVER CO 80202	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
--	---

POLICY NUMBER: HDO G48902339

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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

<p>Name Of Person(s) Or Organization(s): Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

POLICY NUMBER: MMT H10822294
Attachment Code: D540747 Certificate ID: 11076578

COMMERCIAL AUTO
CA 99 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (3) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (4) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Workers' Compensation and Employers' Liability Policy

Named Insured WASTE MANAGEMENT DISPOSAL SERVICES OF COLORADO, INC. 800 CAPITOL STREET, SUITE 3000 HOUSTON TX 77002	Endorsement Number
Policy Period 1/1/2024 TO 1/1/2025	Policy Number Symbol: WLR Number: WLR C55517010 (AOS)
Effective Date of Endorsement 1/1/2024	
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured WASTE MANAGEMENT DISPOSAL SERVICES OF COLORADO, INC. 800 CAPITOL STREET, SUITE 3000 HOUSTON TX 77002	Endorsement Number
	Policy Number Symbol: WLR Number: WLR C55516881 (AZ,CA & MA)
Policy Period 1/1/2024 TO 1/1/2025	Effective Date of Endorsement 1/1/2024
Issued By (Name of Insurance Company)	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3 .A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1 . () Specific Waiver
Name of person or organization:

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2 . Operations:

ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT

3 . Premium :

The premium charge for this endorsement shall be 2.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4 . Minimum Premium : \$0

Authorized Agent

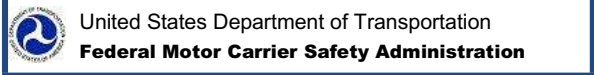
FORM MCS-90

OMB No.: 2126-0008 Expiration: 05/31/2024

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.



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 Waste Management of Colorado, Inc. of CO
(Motor Carrier name) (Motor Carrier state or province)

Dated at Wilmington, DE 19803 on this 11th day of January, 20 24.

Amending Policy Number: XSA H10822233 Effective Date: 01/01/2024

Name of Insurance Company: ACE American Insurance Company

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 \$ _____ for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ 9,000,000 for each accident in excess of the underlying limit of \$ 1,000,000 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: 215 - 640 - 4555.

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.

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,

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.

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
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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.

FORM MCS-90

OMB No.: 2126-0008 Expiration: 05/31/2024

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.



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 Waste Management of Colorado, Inc.
(Motor Carrier name)

of CO
(Motor Carrier state or province)

Dated at Wilmington, DE 19803 on this 11th day of January, 20 24.

Amending Policy Number: MMT H10822294 Effective Date: 01/01/2024

Name of Insurance Company: ACE American Insurance Company

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 \$ 1,000,000 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: 215 - 640 - 4555.

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.

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,

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.

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.

EXHIBIT D



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Staff
DATE: July 26, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 21, 2023**, and applies to the City and County of Denver for **BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230020
Superseded General Decision No. CO20220020
Modification No. 7
Publication Date: 7/21/2023
(8 pages)

Unless otherwise specified in this document, apprentices shall be permitted only if they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor (DOL). The employer and the individual apprentice must be registered in a program which has received prior approval by the DOL. Any employer who employs an apprentice and is found to be in violation of this provision shall be required to pay said apprentice the full journeyman scale.

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20230020 07/21/2023

Superseded General Decision Number: CO20220020

State: Colorado

Construction Type: Building

County: Denver County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

	If the contract is entered		. Executive Order 14026
	into on or after January 30,		generally applies to the
	2022, or the contract is		contract.
	renewed or extended (e.g., an		. The contractor must pay
	option is exercised) on or		all covered workers at
	after January 30, 2022:		least \$16.20 per hour (or
			the applicable wage rate
			listed on this wage

| determination, if it is
| higher) for all hours
| spent performing on the
| contract in 2023.

|
| If the contract was awarded on | Executive Order 13658
| or between January 1, 2015 and | generally applies to the
| January 29, 2022, and the | contract.
| contract is not renewed or | . The contractor must pay
| all | covered workers at least
| extended on or after January | \$12.15 per hour (or the
| 30, 2022: | applicable wage rate
| listed | on this wage
| determination, | if it is higher) for all
| hours spent performing on
| that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/24/2023
3	04/07/2023
4	05/12/2023
5	06/02/2023
6	07/07/2023
7	07/21/2023

ASBE0028-002 03/01/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 32.98	15.47

 CARP0055-002 05/01/2023

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 33.86	12.59

 CARP1607-001 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.19	16.74

 ELEC0068-012 06/01/2023

	Rates	Fringes
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ELECTRICIAN (Includes Low Voltage Wiring).....\$ 43.20 18.38

ELEV0025-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.94	37.335

FOOTNOTE:

a.Vacation: 6%/under 5 years based on regular hourly rate for

all hours worked. 8%/over 5 years based on regular hourly

rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence

Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday

after Thanksgiving Day; and Christmas Day.

ENGI0009-017 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 38.63	14.25
50 tons and under.....	\$ 34.77	14.25
51 to 90 tons.....	\$ 35.07	14.25
91 to 140 tons.....	\$ 36.27	14.25

IRON0024-009 05/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 35.24	12.50

IRON0024-010 05/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.24	12.50

PAIN0079-006 08/01/2022

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 25.11	10.95

PAIN0079-007 08/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 25.81	10.95

PAIN0419-001 06/01/2022

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 18.25	14.33

* PAIN0930-002 07/01/2023

	Rates	Fringes
GLAZIER.....	\$ 33.51	12.65

PLUM0003-009 06/01/2022

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 41.33	19.29

 PLUM0208-008 06/01/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation; Excludes HVAC Duct Installation).....	\$ 41.50	19.72

 SFCO0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.14	26.40

 SHEE0009-004 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 38.47	20.83

 * SUCO2013-006 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 22.40	4.85
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling		

Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 21.09	6.31
CEMENT MASON/CONCRETE FINISHER....	\$ 20.09	7.03
LABORER: Common or General.....	\$ 14.49 **	5.22
LABORER: Mason Tender - Brick....	\$ 15.99 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00 **	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.56	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 12.71 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

**Office of Human Resources
Supplemental Rates
(Specific to the Denver projects)
Revision Date: 01-01-2023**

Classification		Base	Fringe
Boilermaker		\$30.97	\$21.45
Iron Worker, Reinforcing		\$18.49	\$3.87
Laborer: Concrete Saw		\$17.29	-
Paper Hanger		\$20.15	\$6.91
Plasterer		\$24.60	\$12.11
Plaster Tender		\$17.29	-
Power Equipment Operator	Concrete Mixer - Less than 1 yd	\$23.67	\$10.67
	Concrete Mixer - 1 yd and over	\$23.82	\$10.68
	Drillers	\$23.97	\$10.70
	Loader - up to and incl 6 cu yd	\$23.67	\$10.67
	Loaders - over 6 cu yd	\$23.82	\$10.68
	Mechanic	\$18.48	-
	Motor Grader	\$23.97	\$10.70
	Oilers	\$22.97	\$10.70
	Roller	\$23.67	\$10.67
Truck Driver	Flatbed	\$19.14	\$10.07
	Semi	\$19.48	\$10.11
Waterproofer		\$17.29	\$0.00

Go to www.denvergov.org/Auditor to view the Prevailing Wage Clarification Document for a list of complete classifications used.