

CONTRACT

THIS CONTRACT, is made and entered into as of the date stated on the City's signature page below, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado ("**City**"), and **ALPINE DISPOSAL INC.**, d/b/a **ALPINE WASTE AND RECYCLING**, a Colorado corporation ("**Contractor**").

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport ("**DEN**" or the "**Airport**"), and

WHEREAS, the City desires to obtain services related to **Solid Municipal Waste Hauling and Recycling Services for Denver International Airport**; and

WHEREAS, the City solicited and received proposals for such services and the Consultant's proposal was selected; and

WHEREAS, the Contractor is fully qualified and ready, willing and able to provide these services to the Airport;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

SECTION 1 - DEFINITIONS

As used in this Contract, unless the context requires otherwise:

- 1.01 AIRPORT; DEN.** "Airport" or "DEN" means Denver International Airport.
- 1.02 AIRPORT CEO.** "Airport CEO" means the Chief Executive Officer of Denver International Airport; this person may also at times be referred to as the "Manager of Aviation."
- 1.03 AOB.** "AOB" means Airport Office Building at DEN.
- 1.04 COMPOSTABLE MATERIALS.** "Compostable materials" includes but is not limited to Restroom towels, Pre- and post-consumer organics from food concessions, Wood including broken wood pallets, tree trimmings, lumber, plywood, wood crates, and waxy cardboard.
- 1.05 CONTAMINANTS.** "Contaminants" means materials other than processing residue that are not currently listed as designated Recyclables or Compostable Materials by the City's program.
- 1.06 CONTRACT ADMINISTRATOR.** The Airport CEO, her designee or successor in function authorizes all work performed under this Agreement. The Airport CEO hereby

delegates authority over the work described herein to the Director of Environmental Programs, hereinafter referred to as "Director," as the Airport CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The Director's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the Contract Administrator. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Contract Administrator. The Airport CEO and the Director may rescind or amend any such designation of representatives or delegation of authority, and the Director may from time to time designate a different individual to act as Contract Administrator, upon notice to the Contractor.

- 1.07 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL.** "Contractor employee" or "Contractor personnel" shall include employees and personnel of the Contractor and subcontractors, if any.
- 1.08 DADS.** "DADS" means Denver Arapahoe Disposal Site (Landfill).
- 1.09 DIRECTOR.** "Director" means the Department of Aviation's Director of Environmental Programs or successor in function.
- 1.10 MRF.** "MRF" means a material-recovery facility where recyclable materials are sorted and shipped to markets. This is a permitted facility.
- 1.11 MSW.** "MSW" means municipal solid waste.
- 1.12 PROCESSING RESIDUE.** "Processing residue" means the materials that are unable to be reasonably processed into a usable material.
- 1.13 RECYCLABLES.** "Recyclables" means all designated incoming recyclables including but not limited to aluminum cans, foil and pie plates; steel cans including empty aerosol cans; green, brown and clear glass bottles and jars; plastics #1-7; and paper, which includes newspapers with inserts, junk mail, magazines, residential mixed paper, old corrugated cardboard, telephone books, kraft bags, and paperboard (also known as chipboard) that are collected as part of the City's residential recycling program and combined in the same recycling container.
- 1.14 RECYCLING REBATE.** "Recycling Rebate" means the per ton payment made to DEN for the City's recyclable materials accepted and processed by the Contractor.
- 1.15 REJECTED LOAD.** "Rejected load" means those loads of recyclable materials from the City that consist of greater than 25% contaminants by weight and that have been rejected by the Contractor.
- 1.16 SINGLE STREAM.** "Single Stream" means the process in which all designated recyclables are collected in a single, mixed form from a recycling container that is

subsequently separated and processed into marketable secondary materials at a materials recovery facility.

1.17 SPECIAL WASTE. “Special Waste” means construction and demolition waste and any non-hazardous waste that needs to be manifested.

1.18 TON. “Ton” means a short ton of 2,000 pounds unless otherwise specified.

SECTION 2 – SCOPE OF WORK

2.01 SCOPE OF WORK

The Contractor shall be responsible for providing the services more fully described in the Scope of Work, which is attached hereto as **Exhibit A** hereinafter referred to in this Agreement as the Contractor's “**Scope of Work.**” All tasks shall be accomplished as stated in Exhibit A.

2.02 MANNER OF WORK

A. Scope of Work: The Contractor will furnish all of the technical, administrative, professional and consulting services and other necessary labor; all tools, supplies, and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the work all in accordance with the attached **Exhibit A**,

B. Work Revisions: Certain deletions, additions, or modifications may be made to the Scope of Work at the discretion of the Contract Administrator through a written “Work Revision” describing the changes required. The following changes may be made by the Contract Administrator through a written Work Revision, and such changes will not be considered an amendment to this Contract:

1. Additions to or deletions from the service areas described in Exhibit A. Services to new areas will be charged at the applicable rate existing at the time of the change.
2. The addition or deletion of compost collection services and related transportation services. Charges for such services shall be negotiated at the time of the request for services.
3. Addition of new recyclable materials that are not part of single stream recycling but which must be source separated. Rebates for such new recyclables will be negotiated at the time the new materials are added.
4. Other changes to the Scope of Work which do not rise to the level of materiality.

C. Professional Responsibility: The Contractor shall faithfully perform the Scope of Work required under this Agreement in accordance with standards of care, skill, expertise, training, diligence and judgment customarily exercised by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

D. Diligence: The Contractor acknowledges that time is of the essence in the performance of its services under this agreement and that the City of Denver may suffer damages

if the Project is delayed as a result of the Contractor's failure to provide its services in a timely and diligent manner. Contractor shall perform the work described herein in a timely manner and as directed by the Director or his or her authorized representatives.

E. Exclusivity of Services. Neither the Contractor nor any of its employees shall perform any work at the Airport other than that which is defined herein, except as permitted in writing by the Director. When such other work is approved, it is expressly understood that the needs of the Department of Aviation are to have precedence over any such work.

F. Emergency twenty-four (24) hour service is to be provided by Contractor at no additional cost. The name and phone number of the individual(s) to contact for emergency service shall be furnished to the City. This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

SECTION 3 - TERM

3.01 TERM

A. The term of this Contract shall commence on September 1, 2015, and shall terminate on August 31, 2020, unless earlier terminated in accordance with the Contract.

B. The term of this Contract may be extended in the Airport CEO's discretion by written notice to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate.

SECTION 4 – COMPENSATION AND PAYMENT

4.01 COMPENSATION AND PAYMENT

The City hereby agrees to pay to the Contractor, and the Contractor agrees to accept as its sole compensation for its services rendered under this Agreement, the amounts stated in **Exhibit B.**

4.02 SCHEDULING, PROGRESS REPORTS AND INVOICES

Payments shall be made based upon monthly invoices and receipts submitted by the Contractor directly to the Department of Aviation. Invoices shall be submitted electronically by the 15th day of the month following the month being invoiced, on a form developed by Aviation, with each page numbered and identified by the invoice month. Aviation maintains the ability to require reasonable changes in the invoice format throughout the Contract Term at no extra cost to Aviation. Invoices shall generally follow the Form Invoice attached as **Exhibit E,** and include all sufficient documentation in order for the City to verify transportation times, volumes collected/recycled, and dates, and a total monthly amount with subtotal costs and revenues. Invoices shall be signed by of an officer of the Contractor, along with such officer's certification that it has examined the invoice and has found it to be correct, shall be included on all invoices.

The City reserves the right to deduct liquidated damages or other adjustments to the invoice prior to notification of Contractor. The City also reserves the right to reject any invoice or part thereof where the Airport CEO determines that the amount invoiced is incorrect based on information available to the Airport.

4.03 MAXIMUM CONTRACT LIABILITY AND APPROPRIATION

A. Any other provision of this agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this agreement for any amount in excess of the sum of Seven Million Dollars (\$7,000,000.00).

B. The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Consultant acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

C. Payment under this Agreement shall be paid from the City and County of Denver Airport System Operation and Maintenance Fund. The City has no obligation to make payments from any other source. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

SECTION 5 – CONTRACTOR’S PERFORMANCE

5.01 CONTRACTOR PERSONNEL – GENERAL REQUIREMENTS

A. The Contractor shall at all times provide properly trained and competent personnel in the number and classifications necessary to perform its services in an efficient manner and in accordance with the Contract. The Contractor shall be responsible for the conduct of all the Contractor’s personnel at all times.

B. The Contractor shall remove from the Airport work site any Contractor employee on, or invited by it onto, the Airport, when the Airport CEO notifies the Contractor in writing that such person: (a) is, in the sole opinion of the Airport CEO or his/her designee, incompetent, unfit or disorderly; or (b) has used profane or abusive language or behavior toward any person at the Airport. Such person shall not be reassigned to Airport work by the Contractor, except with the express written consent of the Airport CEO or his/her designee.

5.02 EMPLOYEE DRIVER LICENSES AND RECORDS

A. Contractor employees driving either City or Contractor provided vehicles under this Contract are required to maintain an excellent driving record. Drivers with a driving record unacceptable to the City's insurance underwriter will be assigned by the Contractor to a non-driving job if available.

B. All Contractor personnel assigned to the Airport will carry Airport Identification Badges at all times during their employment at the Airport.

5.03 AIRPORT SECURITY

A. It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

B. The Contractor, promptly upon notice of award of this Contract, shall meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

D. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

5.04 SAFETY

A. The Contractor shall operate at all times under this Contract in compliance with the Occupational Safety and Health Act.

B. For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise and compel its employees to observe and exercise all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel.

5.05 LAWS, REGULATIONS, TAXES AND PERMITS

A. The Contractor, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

B. The Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

C. Without limiting the foregoing, the Contractor shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to satisfactorily comply with this condition may cause the City to terminate this Contract.

D. Contractor agrees that he, or any subcontractor under him, will pay all sales and use taxes levied by the City and County of Denver on any tangible personal property built into the work. These materials are exempt from Colorado State Taxes per CRS § 39-26-114 Rev. It shall be the responsibility of the Contractor to obtain a Certification of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the work. A copy of the certificate shall be furnished the City prior to final payment.

5.06 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

A. The Contractor in conducting any activity on the Airport shall comply with all applicable local, state and federal environmental rules, regulations, statutes, laws and orders (collectively "**Environmental Requirements**"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials or Special Wastes to the environment. For purposes of this Agreement the terms "**Hazardous Materials**" shall refer to those materials, including without limitation asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, pesticide, and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance," "hazardous waste" or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 et seq. (1990), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq. (1990), and any rules and regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

In addition, Environmental Requirements include applicable Environmental Guidelines developed for DEN's Environmental Management System (EMS), as summarized in DEN Rules and Regulations Part 180 (Environmental Management) and DEN's Environmental Policy, both available at www.flydenver.com/biz/index.asp. These Environmental Requirements include, but are not limited to, requirements regarding the storage, use, and disposal of Hazardous Materials, petroleum products; the National Environmental Policy Act (NEPA); the Clean Water Act (CWA); and all other federal, state, and local water, wastewater, and air quality regulations.

B. The Contractor shall acquire all necessary federal, state, local, and airport permits/approvals and comply with all permit/approval requirements.

C. Prior to use, the Contractor shall provide to the City copies of Material Safety Data Sheets (MSDSs) for all chemicals or detergents to be used in its activities for approval. This obligation is continuing for the term of this Agreement, and the Contractor shall provide updated MSDSs and MSDSs for new chemicals, as such information is updated and as new chemicals or detergents are placed into use, as applicable. Contractor shall not use or store any chemicals on DEN property without expressed written approval of the Director or her designee.

D. The Contractor agrees to ensure that its operations hereunder are conducted in a manner that minimizes environmental impact through appropriate preventive measures. The Contractor agrees that it shall be responsible for any notice of violation from CDPHE, the City and County of Denver or the EPA resulting from the use of chemicals on DEN property by Contractor. The Contractor further agrees that it is responsible for the health and safety of its personnel in connection with such environmental requirements.

E. In the case of a release, spill or leak as a result of the Contractor's activities, the Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. The Contractor agrees that in such event it will immediately clean up all spills and the cleanup material must be disposed of offsite at the Contractor's sole expense. Copies of all correspondence between the Contractor and State, Federal, or local regulatory authorities will be provided to the Director at the time of submittal. All spills shall be reported to 303-342-4200 immediately regardless of size, material, or media impacted.

F. The materials listed in **Exhibit C**, attached hereto, and products containing those materials are prohibited from procurement and use on City property under this Agreement due to significant negative impacts to human health and the environment.

SECTION 6 – INDEMNITY, INSURANCE, RECORDS, BONDS

6.01 INSURANCE

A. The Contractor shall obtain and keep in force during the entire term of this Contract, insurance policies as described in the City's form of insurance certificate, a copy of which is attached to this Contract as **Exhibit D** and incorporated herein. The certificate specifies the minimum insurance requirements the Contractor and any subcontractors must satisfy in order

to perform work under this Contract. The original of such certificate shall be executed before a notary by the authorized party as specified on the certificate.

B. Upon execution of this Contract, the Contractor shall submit to the City a fully completed and executed original of the insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, the Contractor shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

C. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

D. The Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

E. Unless specifically excepted in writing by the City's Risk Management Administrator, the Contractor shall include all subcontractors performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) and receipts of payment of premium, for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and the Contractor shall insure that each subcontractor complies with all of the coverage requirements.

F. The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City and County of Denver, its officers, officials and employees.

6.02 DEFENSE AND INDEMNIFICATION

A. Consultant hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), except to the extent that such Claims have been specifically determined by the trier of fact to be the 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 Consultant or its subcontractors either passive or active, irrespective of fault.

B. Consultant'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. Consultant's duty to defend and indemnify City shall arise even if City is the only party sued by claimant.

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

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

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

6.03 INSPECTION OF RECORDS

A. During the term of this Agreement, upon request of the Contract Administrator or the City Auditor, the Contractor shall make available all payroll records, training records, books of account, and other relevant records pertinent to the Agreement for the purposes of inspection and audit of such records at the Contractor's office. The Contractor agrees that the City's duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to audit, examine and copy any directly pertinent books, documents, papers and records of the Contractor related to work performed under this Agreement.

B. The Contractor agrees that it shall maintain a true and complete cost accounting system acceptable to the Federal Aviation Administration and the City and County of Denver, in accordance with generally accepted accounting principles which are acceptable to the City Auditor. Such system shall be kept in a manner as to allow Contractor's operations hereunder to be distinguishable from all other operations of Contractor. The City, the Federal Aviation Administration, the Comptroller General of the United States and any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the federal project number, if applicable. The Contractor further agrees to maintain all books, records and reports required under this Agreement for a period of not less than three years after final payment is made and all pending matters are closed, and that the Auditor of the City or any of his duly authorized representatives shall, until the expiration of three (3) years after the final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this agreement. Subject to the prior written approval of the City and County of Denver, upon termination of this Agreement, the Contractor may surrender to the City all records and documents relating to this Agreement. In the event such records are not made available in the Denver metropolitan area,

Contractor shall pay to the City in full, in advance, travel and related expenses of a City representative to travel to any location outside the Denver area for such examination. Following the travel, expenses shall be reconciled, and any difference between the advance payment and the actual expenses shall be paid by or refunded to Contractor as appropriate. Such documents shall be available to the City representative within fourteen (14) calendar days of the date of the written request.

The parties agree that any delay in furnishing such records to the City will cause damages to the City which the parties agree are liquidated in the amount of Three Hundred and Fifty Dollars (\$350.00) per day for each day the records are unavailable beyond the date established as the City's notice.

SECTION 7 - SUBCONTRACTING

7.01 SUBCONTRACTING ALLOWED

The Contractor may sublet portions of the Work. No subcontractor shall in turn subcontract any portion of its work; there shall only be one tier of subcontracting.

7.02 OBLIGATIONS OF CONTRACTOR

The Contractor shall be responsible for any acts or omissions of its employees, agents, suppliers, materialmen and subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract. In addition, all work performed for the Contractor by a subcontractor shall be pursuant to an agreement between the Contractor and the subcontractor which shall contain provisions that:

A. Preserve and protect the rights of the City and its funding agencies under the Contract with respect to the work to be performed so that the subcontracting thereof will not prejudice those rights; and

B. Require that the Subcontractor be bound to the terms of the Contract, that its work be performed in accordance with the requirements of the Contract, and with respect to the work it performs, that it assume toward the Contractor all the obligations and responsibilities which the Contractor assumes toward the City.

7.03 APPROVAL OF SUBCONTRACTORS

All subcontractors which the Contractor expects to perform Work under this Contract must be approved in writing by the Director before the subcontractor begins work. The Director may refuse to approve a subcontractor for reasons which include, but are not limited to, the following:

- A. Default on a contract within the last five (5) years.
- B. Default on a contract which required that a surety complete the contract under payment or performance bonds issued by the surety.
- C. Debarment within the last five (5) years by a public entity or any organization which has formal debarment proceedings.
- D. Significant or repeated violations of Federal Safety Regulations (OSHA).
- E. Failure to have the specific qualifications listed in the Contract for the work that the subcontractor will perform.
- F. Failure to have the required City or Colorado licenses to perform the work described in the subcontract.
- G. Failure to pay workers the proper wage and benefits or to pay suppliers or subcontractors with reasonable promptness within the last five (5) years.
- H. The Subcontractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Subcontractor's business.

Before the Director approves any such subcontractor, the Contractor shall submit to the Director a statement signed by an officer or principal of the Contractor certifying that the Contractor has investigated the qualifications and background of its proposed subcontractors and identifying the existence of any of the problems listed above or certifying that to the best of his or her knowledge the problems listed do not exist.

7.04 NO CONTRACTUAL RELATIONSHIP

The City does not intend that this Section 7, or any other provision of this Contract, be interpreted as creating any contractual relationship between the City and any subcontractor. The City does not intend that its approval of a subcontractor will create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve the Contractor of its responsibilities to the City for the work to be performed by the subcontractor.

SECTION 8 – WAGES AND SALARIES

8.01 PAYMENT OF PREVAILING WAGES

A. Pursuant to Section 20-76 of the Denver Revised Municipal Code, the Contractor and each of its subcontractors shall pay every worker, laborer or mechanic employed by it directly upon the site of the work under this Contract the full amounts accrued at the time of

payment, computed at wage rates not less than those shown on the current prevailing wage rate schedule for each class of employees performing work for the Contractor and its subcontractors under this Agreement. The wages shall be those prevailing as of the date of this Contract, and the Contractor shall post in a prominent and easily accessible place in its work area at the Airport, a copy of the wage rates for the positions or positions to which the prevailing wage ordinance applies. All construction workers, mechanics and other laborers shall be paid at least once per week; non-construction workers such as janitorial or custodial workers shall be paid at least twice per month.

B. The Contractor shall furnish to the City Auditor or his authorized representative, each week during which work is performed under this Contract, a true and correct copy of the payroll records of all workers employed to perform the work, to whom the prevailing wage ordinance applies. All such payroll records shall include information showing the number of hours worked by each worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such worker for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all workers performing such work, either for the Contractor or a subcontractor, that payments were made to the workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers were paid the prevailing wages as set forth in this Contract.

C. If the term of this Contract extends for more than one year, the minimum City prevailing wage rates which contractors and subcontractors shall pay during any subsequent yearly period or portion thereof shall be the wage rates in effect on the yearly anniversary date of this Contract which begins such subsequent period. Decreases in prevailing wages subsequent to the date of this Contract shall not be effective except on the yearly anniversary date of this Contract. In no event shall any increases in prevailing wages after the first anniversary of this Contract result in any increased liability on the part of the City and the possibility and risk of any such increase is assumed by the Contractor.

D. If the Contractor or any subcontractor fails to pay such wages as required herein, the City Auditor shall not approve any warrant or demand for payment to the Contractor until the Contractor furnishes to the Auditor evidence satisfactory to the Auditor that such wages so required by this Contract have been paid. The Contractor may utilize the procedures set out in D.R.M.C. §20-76(d)(4) to satisfy the requirements of this provision.

E. If any worker to whom the prevailing wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has not been or is not being paid a rate of wages required by this Section 8, the Airport CEO may by written notice to the Contractor, suspend by a stop-work order or terminate the Contractor's services hereunder, or the part of such services performed by such workers. The issuance of a stop-work order shall not relieve the Contractor or its sureties of any obligations or liabilities to the City under this Contract while any such stop-work order is in effect or following termination for such cause.

F. Payment of "Fringe Benefits" as determined by the Career Service Board's current prevailing wage schedule is required except when the Contractor attaches to his/her proposal a

Conversion Fringe Benefit Schedule approved by the Career Service Authority as applicable to this contract only, and in which event, the Contractor and all subcontractors hereunder as a part of this contract shall be required to pay to the workers, mechanics, and laborers affected, the approved conversion in lieu of the "Fringe Benefits" set forth in the Prevailing Wage Schedule.

SECTION 9 - CONTRACT ADMINISTRATION

9.01 AUTHORITY OF THE CONTRACT ADMINISTRATOR

A. The day to day administration of this Contract is vested in the Airport's Contract Administrator, as defined above in Section 2. The Contract Administrator or other City representative is to have free access to the Contractor's work areas at the Airport. The Contract Administrator or other City representative shall have the right to inspect facilities and equipment to ensure compliance with the Contract. The Contract Administrator will decide any and all questions which may arise as to the quality and acceptability of supplies and equipment furnished and work performed, and as to the manner of performance and rate of progress of the work.

B. The Contract Administrator may make changes in the specifications of work performed by the Contractor, if such changes do not alter the general nature of the work being performed. Notice to the Contractor of such changes will be made orally if the duration of such changes is less than one week; otherwise, notice will be given in writing.

9.02 CONTRACTOR'S UNSATISFACTORY PERFORMANCE

If, in the opinion of the Airport CEO, the Contractor's performance under this Contract becomes unsatisfactory, the City shall notify the Contractor in writing, specifying the instances of unsatisfactory performance. The Contractor must correct any specific instances of unsatisfactory performance within a reasonable time, or by such reasonable time as may be specified by the Contract Administrator. In the event the unsatisfactory performance is not corrected within such time, the City shall have the immediate right at the Contractor's sole expense to complete the work to its satisfaction and the City shall deduct the cost to cover same from any balances due or to become due the Contractor.

9.03 DISPUTE RESOLUTION

Disputes arising out of this Agreement shall be resolved by administrative hearing before the Airport CEO/Manager of Aviation following the procedures outlined in Denver Revised Municipal Code Section 5-17. It is further agreed that no cause of action shall be brought against the City until there has been full compliance with the terms of this Section.

9.04 CONTRACT; ORDER OF PRECEDENCE

This Contract consists of Sections 1 through 11 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

Exhibit A	Scope of Work
Exhibit B	Rates
Exhibit C	Prohibited Chemicals and Compounds
Exhibit D	City and County of Denver Insurance Certificate
Exhibit E	Sample Invoice
Appendix No. 1	Standard Federal Assurances
Appendix No. 3	Nondiscrimination in Airport Employment Opportunities

In the event of an irreconcilable conflict between (i) a provision of Sections 1 through 11 and any of the listed attachments or (ii) between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendices No. 1 and 3
Sections 1 through 11 hereof
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E

SECTION 10 – DEFAULT, REMEDIES, TERMINATION

10.01 [RESERVED]

10.02 DEFAULT

The following are **Events of Default** under this Contract:

- A. The Contractor fails to perform adequately the services required in the contract.
- B. The Contractor fails to perform the required work within the time stipulated in the contract.
- C. The Contractor provides material that does not meet the requirements of the Contract.
- D. The Contractor attempts to impose on the City and County of Denver materials, products, service or workmanship which is of an unacceptable quality.

E. The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City and County of Denver a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

F. The Contractor is in default under any other contract, purchase order, or agreement with the City.

G. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

H. The Contractor transfers its interest under this Contract, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.

I. The Contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Agreement.

J. The Contractor fails to comply with any of the provisions of this Contract concerning Airport security.

K. The Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, obstruction of justice, undue influence, theft, racketeering, extortion, or any offense of a similar nature, in connection with Contractor's business.

L. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Contract, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the Airport CEO of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

10.03 REMEDIES

If Contractor commits an Event of Default, as described in Section 10.02, the City may exercise any one or more of the following remedies:

A. The City may elect to allow this Contract to continue in full force and effect and to enforce all of City's rights and remedies hereunder.

B. The City may cancel and terminate this Contract upon giving 30 days written notice to Contractor of its intention to terminate, if Contractor has not cured the noticed Event of

Default within such 30 day period following receipt of notice; *provided, however*, that if the Contractor has committed an Event of Default as defined in Subsections 10.02(G), (H), (I), (J), or (K), termination may be effective either immediately upon notice, or within a stated period after notice, as determined by the Airport CEO in her discretion.

C. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the Contract. If the results indicate non-compliance with the specifications, any actual expense of testing will be borne by the Contractor.

D. The City may obtain necessary services in the open market, or otherwise perform or obtain performance of the services covered by this Contract, at the Expense of the Contractor. The City may recover any actual excess costs by deduction from an unpaid balance. Nothing herein shall prevent the City from using any other method of collection available to it.

10.04 REMEDIES CUMULATIVE

The remedies provided in this Contract shall be cumulative and shall in no way affect any other remedy available to the City under law or in equity.

SECTION 11- GENERAL CONDITIONS

11.01 EXAMINATION OF RECORDS

The Contractor agrees that the Airport CEO, the Auditor of the City or any of their duly authorized representatives, until the expiration of three (3) years after the final payment under this agreement, shall have access to and the right to examine any books, documents, papers and records of the Contractor relating to the Contractor's performance of, or any transactions related to, this Contract.

11.02 BOND ORDINANCES; GOVERNING LAW; VENUE; SERVICE OF PROCESS

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of, the State of Colorado and the Charter and Ordinances of the City and County of Denver. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement or replace such bond ordinances. Venue for any action hereunder shall be in the City and County of Denver, State of Colorado. The Contractor agrees that any and all notices, pleadings and process may be made by serving two copies of the same upon the Colorado Secretary of State, State Capitol, Denver, Colorado, and by mailing by return mail an additional copy of the same to the Contractor at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Colorado law or Rules of Civil Procedure, appearance, pleading or answer is not made.

11.03 NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this contract, the Contractor agrees not to fail to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

11.04 ASSIGNMENT OF CONTRACT

The Contractor may not assign or otherwise transfer any of its rights or obligations under this Contract without the prior written approval of the Airport CEO. If the Contractor attempts to assign or transfer any of its rights or obligations hereunder without obtaining the prior written consent of the Airport CEO, the Airport CEO may elect to terminate this Contract. The Airport CEO has the sole and absolute discretion to grant or deny any transfer or assignment request.

11.05 NONEXCLUSIVE CONTRACT

This is a non-exclusive Contract. In the City's best interests, the City reserves the right to purchase the same materials and services through other procurements.

11.06 NO THIRD PARTY BENEFICIARIES

This Contract does not, and shall not be deemed or construed to confer upon or grant to any third party or parties any right to claim damages or to bring any suit, action or other proceeding against either the City or the Contractor because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein contained. Any person other than the City or the Contractor receiving any benefit hereunder shall be deemed to be an incidental beneficiary only.

11.07 RISK OF LOSS

Contractor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered as a result of this Proposal which occur prior to delivery to the City and County of Denver; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

11.08 PATENTS AND TRADEMARKS

A. The Contractor covenants that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans to be used by it in its operations under or in any way connected with this Contract. The Contractor agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright arising from any alleged or actual unfair competition or other similar claim arising out of the operations of the Contractor under or in any way connected with this Contract.

B. The Contractor agrees that it will not engage in or allow its employees, subcontractors or agents to engage in, any unauthorized use or infringement of any trademark or copyright. The Contractor agrees to save and hold the City free and harmless of and from any loss, liability, expenses, cost, suit or claim for damages in connection with any infringement by the Contractor or its officers, employees, subcontractors, agents or representatives, of any trademarks or copyrights, arising out of the operations of the Contractor under or in any way connected with this Contract.

11.09 MASTER PLAN

No liability shall attach to the City, its officers, agents and employees by reason of any efforts or action toward implementation of any present or future master plan for the development or expansion of DEN and the Contractor waives any right to claim damages or other consideration arising therefrom.

11.10 STATUS OF CONTRACTOR

The status of the Contractor under this Contract shall be that of an independent Contractor retained on a contractual basis to perform services for limited periods of time, and it is not intended nor shall it be construed that the Contractor, its subcontractors or the employees of the Contractor or subcontractors are employees, officers or agents of the City under the City Charter, the City's Revised Municipal Code, or for any purpose whatsoever.

11.11 NO WAIVER OF RIGHTS

No assent, expressed or implied, to any breach of any one or more of the covenants, provisions and agreements of this Contract shall be deemed or taken to be by the City a waiver of any succeeding or other breach.

11.12 NOTICES

Notices concerning termination of this Contract, notices of default, notices of violations of the terms or conditions of this Contract, and other notices of similar importance shall be made:

by Contractor to: Chief Executive Officer
Airport Office Building, 9th Floor
Denver International Airport
8500 Peña Boulevard
Denver, CO 80249

by City to: Alpine Waste and Recycling
c/o Alek Orloff
7475 E. 84th Avenue
Commerce City, CO 80022

with a copy to:

Patrick K. Perrin, Esq.
Berg Hill Greenleaf & Ruscitti LLP
1712 Pearl Street
Boulder, CO 80302

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons within the State of Colorado to receive such notices.

11.13 FEDERAL PROVISIONS

This contract is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes, and the expenditure of federal funds for the extension, expansion or development of Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

11.14 PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and D.R.M.C. §20-90, and the Consultant is liable for any violations as provided in said statute and ordinance.

B. The Consultant certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

C. The Consultant also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Consultant that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement and it has complied with all federal

requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Consultant will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subcontractor provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

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

11.15 USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto 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 the City's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

11.16 CITY SMOKING POLICY

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 25 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

11.17 SOLICITING

No soliciting for any purpose is allowed on Airport premises by the Contractor's employees. The Contractor shall inform its employees of this Agreement requirement prior to the time each such employee shall begin work for the Contractor at Denver International Airport.

11.18 GRATUITIES

Neither the Contractor nor its employees, officers and agents shall solicit or accept gratuities for any reason whatsoever from any employee of the City or the General Public.

11.19 ADVERTISING AND PUBLIC DISCLOSURES

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Airport CEO, which will not be unreasonably withheld. Nothing herein, however, shall preclude the transmittal of any information to officials of the City, including without limitation, the Mayor, the Airport CEO, member or members of City Council, or the Auditor.

11.20 DENVER SUSTAINABILITY POLICY AND GUIDANCE:

Contractor shall, when applicable and practicable, follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program. Contractor shall fully implement all appropriate and commercially reasonable LEED-EB principles principals to minimize negative economic, environmental, and public health impacts of its operations and maintenance. Services must meet any directly applicable LEED-EB standards in all material respects, and otherwise help the City realize its sustainability goals.

11.21 ESTIMATED QUANTITIES

The approximate service needs outlined herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual service utilization will equal the estimate. It is the intent of this Contract that the City will be supplied with more or less of the services outlined herein according to actual needs.

11.22 TIME IS OF THE ESSENCE

In the performance of this contract by the Contractor, time is of the essence.

11.23 CONFLICT OF INTEREST

The Contractor represents and warrants that it is under no obligation or restriction, nor will the Contractor assume any obligation, which would in any way interfere with or be inconsistent with the services to be furnished by the Contractor under this Contract.

11.24 SEVERABILITY

If any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the remaining provisions herein which are severable shall not be affected.

11.25 ENTIRE CONTRACT

The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject matter hereof, and that all representations made

by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Airport CEO, shall be valid unless they are contained in an instrument which is executed by all the parties with the same formality as this Contract.

11.26 CITY EXECUTION OF CONTRACT

This Contract is expressly subject to, and shall not become effective or binding on the City, until it is fully executed by all signatories of the City and County of Denver.

END OF CONTRACT
SIGNATURE PAGES, APPENDICES. AND EXHIBITS FOLLOW

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Contract Control Number:

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:

By _____

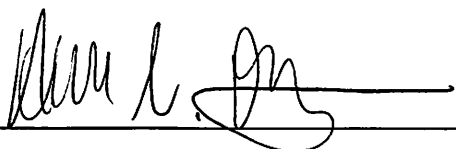
By _____

By _____



Contract Control Number: PLANE-201419733-00

Contractor Name: Alpine Disposal Inc. dba Alpine Waste & Recycling

By: 

Name: Alek M. Drluff
(please print)

Title: Chief Financial Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A: Alpine Contract

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Exhibit A: Alpine Contract

SECTION A: DEFINITIONS

“**AOB**” means Airport Office Building.

“**DADS**” means Denver Arapahoe Disposal Site (municipal solid waste landfill.)

“**DIA**” means Denver International Airport.

“**Compostable materials**” means

- ◆ Restroom towels,
- ◆ Pre- and post-consumer organics from food concessions,
- ◆ Wood, including broken wood pallets, tree trimmings, lumber, plywood, wood crates, and waxy cardboard.

“**Contaminants**” means materials other than processing residue that are not currently listed as designated recyclables by the City’s program.

“**MRF**” means a materials recovery facility where recyclable materials are sorted and shipped to markets. This is a permitted facility.

“**MSW**” means municipal solid waste.

“**Processing residue**” means the materials that are unable to be reasonably processed into a usable material.

“**Recyclables**” means all designated incoming recyclables including but not limited to aluminum cans, foil, and pie plates; steel cans including empty aerosol cans; green, brown, and clear glass bottles and jars; plastics #1 through 7; and paper, which includes newspapers with inserts, junk mail, magazines, residential mixed paper, old corrugated cardboard, telephone books, kraft bags, cartons, Tetra paks, and paperboard (also known as chipboard) that are collected as part of the City’s residential recycling program and combined in the same recycling container.

“**Recycling Rebate**” means the revenues collected from marketing of recyclable materials accepted and processed by the Contractor that could be returned or credited to DIA.

“**Rejected load**” means a load of recyclable materials from the City that consists of greater than 25% contaminants by weight and that is rejected by the Contractor for recyclables processing.

“**Single Stream**” means the process in which all designated recyclables are collected in a single, mixed form in a recycling container that is subsequently separated and processed into marketable secondary materials at a materials recovery facility.

“**Special Waste**” means construction and demolition waste and any non-hazardous waste that needs to be profiled and managed separately from municipal solid waste.

Exhibit A: Alpine Contract

“Staging Area” means the area for staging empty back-up containers. Located south of the Fire Training Facilities located at 11345 Trussville.

"Ton or ton" means a short ton of 2,000 pounds unless otherwise specified.

SECTION B: GOALS AND OBJECTIVES

The City and County of Denver (City), through the Department of Aviation, operates Denver International Airport (DIA). DIA is the fifth busiest airport in United States, with over 1,000 airport employees, an additional 30,000 tenant and airline employees, and more than 52MM passengers per year. DIA contracts for the collection, transport, disposal, and processing of municipal solid waste (MSW). It is DIA’s intent to continue contracting for these services with a vendor that can meet DIA’s goals and objectives.

A. DIA’s Goals and Objectives:

- ◆ Contractor will provide the maximum customer service and responsiveness to DIA’s unique situation;
- ◆ By 2018, decrease the amount of MSW sent to landfill by 10% based upon a 2012 baseline, in accordance with DIA’s Strategic Plan;
- ◆ Increase the collection of compostable organics from the current 160 tons per year to 1,600 tons per year;
- ◆ Design and implement a recyclables collection program for the airlines and other tenants on the concourses;
- ◆ Maximize diversion of recyclable and compostable materials from landfill; and
- ◆ Develop a waste management program for the new Hotel and Transit Center.
- ◆ Provide 24/7/365 service to concessions and tenants.

B. DIA Contractor Objectives – The following objectives are to be accomplished during the Contract Term:

- ◆ Collection and transportation of all trash to the Denver Arapahoe Disposal Site (DADS) landfill and other approved processing facilities for recyclables and compostables, in a manner that is fully compliant with all laws and regulations, City Ordinances, Executive Orders, and DIA Rules and Regulations;
- ◆ Assist DIA in maximizing diversion of recyclable and compostable materials from landfill;
- ◆ Provide exceptional customer service and responsiveness to DIA’s requests;
- ◆ Assist DIA in the design and implementation of a compostable organics collection program on the concourses;
- ◆ Assist DIA in the design of a program to capture the airlines’ recyclables, which may include the design of containers specific to the DIA environment;
- ◆ Contractor shall consider and provide vehicles with alternative fuel options whenever feasible.

Exhibit A: Alpine Contract

- ◆ Collection of recyclables and compostables is part of DIA's waste management program. This collection is expected to grow significantly over the life of this contract. The contractor is expected to be an innovative and proactive partner with DIA in this program.
- ◆ Be available and provide services 24/7/365.

SECTION C: HISTORICAL DATA

A summary of historical trash and recyclables quantities collected are listed in Table 1. Table 2 reflects materials collected in trash roll-off and compactor containers only (e.g., trash quantities collected in front-end loaders are not included). The types of recyclables collected during this contract will vary over time and are not necessarily consistent with the Acceptable Recyclables (Exhibit II) that will apply at the Commencement Date.

Recycle and compost quantities are subject to fluctuation as recycling at DIA is a voluntary program. All quantities below were provided by the existing contractor. The exact quantity and quality of recyclables cannot be guaranteed by DIA.

TABLE 1. HISTORICAL SOLID WASTE QUANTITIES

	2011	2012	2013	2014
Trash Tons	11,014	11,517	11,782	12,500
Recyclables Tons	1,436	1,621	1,629	1,850
Compostables tons			43	109

SECTION D: DIA WASTE COMPOSITION

In 2010, DIA conducted a comprehensive waste assessment. This audit evaluated the solid waste stream from all of the solid waste compactors located on-site at DIA. The waste audit revealed an additional 3,200 tons of recyclables that could potentially be captured from the landfilled waste stream along with 1,600 tons of compostable organics.

TABLE 2. WASTE COMPOSITION STUDY RESULTS (2010)

Product	Total (%)
Glass	4.1
Plastics	12.3
Metal	1.55
Paper	20.6
Organics	28.6
Misc. Wastes	1.1
Trash	31.7

SECTION E: BACKGROUND AND OVERVIEW OF SERVICES

- A. Current Services** – The solid waste management contract calls for the collection and transportation of trash, recycling, and compostable materials identified from various service areas located at DIA, as well as occasional special event collections and clean ups. A map of the service area can be provided upon request. This contract also includes the provision, maintenance, repair, and replacement of all front-end loaders, roll-offs, and compactor units.
- B. Materials Managed** – This contract covers the management of trash, source-separated and single-stream recyclables, compostables, and wood. All trash is to be transported to DADS; all recyclables are to be processed at a material-recovery facility; and organics (including wood) are to be transported to a permitted composting facility that produces a finished product that meets the U. S. Composting Council Seal of Testing Assurance (STA) standard.

Current list of materials included in the contract:

- ◆ Landfilled municipal solid waste;
 - ◆ Cardboard, wood, and compost (source-separated from trash);
 - ◆ Recyclables are collected, transported, and processed as single-stream materials;
 - ◆ Materials currently managed outside the contract consists of special waste, construction and demolition recycling and waste, universal waste (e.g., bulbs, batteries), used oil, tires, glycol, hazardous waste, antifreeze, electronics, remediation debris from the former Stapleton Airport, restaurant grease/fry oil, and scrap metal.
- C. Equipment Used** – includes:
- ◆ Equipment owned by DIA includes trash and cardboard chutes leading into the compactor rooms and electrical supply/disconnect boxes.
 - ◆ Equipment to be supplied by the contractor includes front-end loaders, roll-offs, totes, and compactors used to containerize trash, recyclables, and compostables. Contractor will work with DIA to determine the best container, container placement, and container service.
 - ◆ DIA will coordinate any changes to current infrastructure and equipment in such a way that no disruption in service occurs.
- D. Containers** – Contractor will be responsible for supplying and maintaining all containers. The location, size, type, collection schedule, will be determined by mutual consent between DIA and the Contractor. Contractor supplied equipment does not include tenant containers, or those managed under separate contracts (e.g., scrap metal, grease, used oil). Currently DIA utilizes 75 sixty-five-gallon totes supplied by its current waste hauling contractor, delivered twice per week, to capture compostables. Due to space limitations on the concourses, the contractor must work with DIA Environmental Services in **designing and constructing** special containers to fit into the available spaces on the concourses.

SECTION F: TRASH MANAGEMENT

These services shall include container management, collection, and transportation to the Designated Landfill. Trash services shall include scheduled daily, weekly, and monthly services; on-call services; clean-up events and special project collections.

A. Regular Trash Collection and Transport Requirements -

- ◆ Trash containers shall be collected according to the schedule determined by DIA and the Contractor.
- ◆ DIA shall have the ability to change collection frequencies as needed to accommodate changing waste streams at no additional cost excepting per unit costs established in the Contract.
- ◆ For those containers designated for on-call collection, the Contractor shall respond to DIA's oral or written (including electronic mail) request for collection in the next 11 pm to 7 am time frame or other DIA-requested times.
- ◆ The Contractor must receive prior written approval from DIA to modify any collection routines.
- ◆ DIA reserves the right to add additional containers or compactors in new locations at no cost to DIA.

B. Clean-up and Special Project Collections - Quantities for both trash and recyclable materials are expected to range from 10 to 20 tons each year and will vary from event to event.

- ◆ Clean-up event and special projects may be held as needed.
- ◆ Trash materials are expected to include large items and general trash.
- ◆ The Contractor shall provide front-end loaders or roll-off containers as needed for trash/recycle/composting service.

C. Disposal at Designated Landfill - In accordance with the City's Executive Order 115, the Contractor shall transport all materials to the Denver Arapahoe Disposal Site (DADS) landfill.

- ◆ It shall be the Contractor's responsibility to properly identify each trash load to the DADS operator, so that DIA is billed correctly.
- ◆ The Contractor shall itemize each invoice to indicate actual date(s) of service, type and size of load, DADS weight ticket number, and DIA container location.
- ◆ Transportation routes to DADS shall be limited to Highway 30 and E-470 unless these routes are impassable. Gun Club Road between I-70 and Mississippi Avenue shall not be used if at all possible.

D. Invoicing: Monthly invoices shall contain the following information:

- ◆ Listing (PDF and Excel) of all recycling hauls including:
 - 1) Date of haul

Exhibit A: Alpine Contract

- 2) Weight
 - 3) Origin of Haul
 - 4) Material composition
 - 5) Hauling cost
 - 6) Rebates/ton
 - 7) Total rebates per container per haul
 - 8) Wood pallet haul cost and tonnage
 - 9) Monthly composting hauling cost
 - 10) Summary page of all weights, hauling costs, and rebates per location
 - 11) Final Monthly invoice of hauling costs minus rebates
 - 12) Monthly hauling costs and tonnage will be broken down by the contractor into DIA's Cost Centers
- ◆ PDF and hard copy of all landfill hauling costs and weights
 - ◆ PDF and hard copy of disposal date, weights, and costs per haul at DADS
 - ◆ PDF and hard copy of the front-end loader costs

SECTION G: RECYCLABLES AND COMPOSTABLES MANAGEMENT

These services shall include containers, collection, transportation, and processing. The services shall include scheduled daily, weekly, and monthly services, on-call services, clean-up events, and special project collections. The Contractor shall be responsible for ensuring that these materials are marketed regardless of market fluctuation. Under no circumstances shall the contractor landfill or use as alternative daily cover, burn, or convert for burning any recyclables or compostable material without written approval by DIA.

- ◆ DIA reserves the right to change the collection status of a material collected in a single-stream system to a separated collection system at no extra cost should management, processing, or revenue opportunities warrant such a change.
- ◆ The addition of new recyclables shall be provided at no additional installation (containers) cost to DIA.
- ◆ If DIA wants to recycle a certain commodity and the contractor cannot take it or the cost is too prohibitive, then DIA reserves the right to find another contractor who can take that commodity and recycle it in a more cost effective manner.

A. Contamination

- ◆ DIA shall be notified about any container with contamination that would cause the Processing Facility to downgrade or reject the recyclables so that DIA may also observe the contamination on site and take any appropriate steps to remove contaminated materials before the container is removed from DIA.
- ◆ If contamination in containers tipped at the Processing Facility is sufficient to cause the materials to be rejected, DIA shall be notified and provided the opportunity to observe the contamination before the materials are processed.
- ◆ If a container is rejected, the Contractor shall pay no revenues.

Exhibit A: Alpine Contract

- ◆ Any contaminated load shall be identified in the monthly report with a description of the contamination, container number, location, and the date and time the contamination was observed by the Contractor, and the estimated weight of the contaminated materials.

B. Adding Recyclables and Compostable Materials

- ◆ Should DIA add materials to the recyclables (Exhibit I) or compostable materials (Exhibit II) list, the Contractor shall provide the necessary containers at the locations designated by DIA at no additional procurement or installation cost to DIA.
- ◆ If the cost of hauling the new material is not sufficiently covered in this contract, then the issue will be resolved with a work revision.
- ◆ DIA reserves the right to find another contractor to haul and process the new material if the current contractor is unable to do so in a cost effective manner.

C. Regular Recyclables and Compostables Collection and Transport Requirements

- ◆ Containers with recyclable and materials shall be collected according to the schedule designed by DIA and Contractor.
- ◆ Under the current contract, compostables are picked up twice per week from the AOB loading dock and Concourse C. This is subject to change at DIA's discretion as the program expands to other concourses.
- ◆ DIA shall have the ability to change collection frequencies as needed to accommodate changing waste streams at no additional cost excepting per unit costs and/or revenues established in the Contract.
- ◆ For those containers designated for on-call collection, the Contractor shall respond to DIA's oral request for collection in the next 11 pm to 7 am time frame or other DIA-requested times.
- ◆ The Contractor must receive prior written (including electronic mail) approval from DIA to modify any collection. Failure to obtain prior approval may result in non-payment for those collections.
- ◆ Cardboard will be collected separately from other recyclables, where feasible and cost effective.

D. Processing and Marketing - The Contractor shall select a Processing Facility(ies) for all recyclable and compostable materials to ensure a high level of recovery and a legitimate end use for each material that is approved by DIA. DIA reserves the right to inspect this facility periodically.

- ◆ All Processing Facilities shall be fully compliant with all local, state, and federal regulations and be capable of processing the materials in Exhibits I and II as well as other recyclable and compostable materials that can reasonably be foreseen to be added in the future.
- ◆ The Contractor shall not store or warehouse materials in violation of health and safety standards or state accumulation regulations.

SECTION H: PRICING

It is DIA's objective to make the recycling program as cost competitive as possible compared to landfilling the same product.

SECTION I: GENERAL REQUIREMENTS FOR SERVICES

- A. Services** - Expansion of the Service Area may occur during the Contract Term, based on the unit pricing provided in the proposal response. Expansions to the Service Area may result from:
- ◆ The addition of new Service Areas or new material categories.
 - ◆ The addition of new or expanded recycling services to tenants under DIA's contract.
 - ◆ Changes to the existing Service Area.
 - ◆ The addition of new collection locations for existing solid waste materials in the DIA operational areas or Common Use Areas.
 - ◆ The addition of new recyclables or compostables.
- B. Work Revisions**
- ◆ Changes to the Service Area during the Contract Term which result in a change in the Scope of Work, an increase in Contractor compensation, or a decrease in DIA revenues not covered by the Contract, will be executed as a Work Revision to the base Contract.
 - ◆ A Work Revision means any written agreement associated with the deletion, addition, or modification of the Contract negotiated mutually between DIA and the Contractor.
- C. Measurements** – DIA is committed to accurately tracking and reporting all environmental metrics, and the complete and accurate reporting of all weights and measurements is of utmost importance to DIA.
- ◆ All weight measurements per haul will be recorded for the following waste streams:
 1. Trash (landfill)
 2. Recycling
 - Cardboard
 - Single Stream
 3. Composting
 - ◆ All weight measurements shall be obtained from scales calibrated in accordance with procedures established by applicable state and local authorities. Documentation of scale calibration shall be current and complete, and DIA may verify the accuracy of the scales at any time.
 - ◆ All weights shall be reported to the nearest 0.01 ton. All costs and revenues shall be reported to the nearest \$0.01.
 - ◆ The DIA location and date of all waste and recyclable container hauls will be accurately recorded.
 - ◆ The front-end loaders will be weighed.

Exhibit A: Alpine Contract

- D. Hours of Operation** - The Contractor shall be prepared to provide the Scope of Work services to DIA 365 days of the year, 24 hours per day, including holidays, and regardless of construction, demolition, or other projects that may be occurring on DIA property.
- ◆ Collection of solid waste materials from the concourses shall be conducted between the hours of 11 pm and 7 am unless otherwise scheduled or authorized by DIA.
 - ◆ Collection of trash, recyclables, and compostables shall generally follow the collection frequencies determined by DIA and Contractor. On-call collections shall not be made unless DIA makes an oral or written request for these services.
 - ◆ No collections of DIA solid waste shall occur airside between 7 am and 11 pm without the specific authorization of DIA. Any collection from the AOB loading dock or the Maintenance Center within these hours shall be fully coordinated with DIA to minimize conflict with deliveries, airport operations, and other activities.
- E. Separation of Materials** - The Contractor shall conduct operations at all times such that:
- ◆ Recyclables are kept separate from all other solid waste during all phases of management.
 - ◆ Special Wastes are kept separate from all other solid waste during all phases of management.
 - ◆ DIA solid waste materials collected under the Contract, regardless of the type of container collected in, shall not be commingled with materials generated by any other collection customers of the Contractor prior to measurement.
- F. Cleaning and Maintenance of Containers and Storage Areas** - The Contractor shall conduct all operations in such a way that minimizes debris, litter, spills, and leaks in the immediate and surrounding areas of every container in a manner satisfactory to DIA. A schedule of all cleaning and preventative maintenance activities shall be a Pre-commencement Date Requirement and shall be updated periodically at DIA's request for DIA's review.
- ◆ All container cleaning and equipment maintenance shall be the sole responsibility of the Contractor and provided at no cost to DIA.
 - ◆ All vehicle and container cleaning and maintenance shall occur off of DIA property and outside the backup container staging area, with the exception of cleaning spills, leaks, and debris accumulated on or adjacent to DIA property, and limited container maintenance that may occur in the staging area.
 - ◆ All on-site cleaning (e.g., compactor rooms and container locations) shall be limited to the hours between 11 pm and 7am, with the exception of spills, leaks, or debris, where cleaning shall be completed within two hours of discovery.
 - ◆ All containers shall be in clean and sanitized conditions when installed at DIA as new or replacement units.
 - ◆ Containers shall be thoroughly cleaned and sanitized periodically or as requested by DIA using steam cleaning with biodegradable cleaning products - this shall include all surfaces and appurtenances of both the container interior and exterior.
 - ◆ When containers are collected and replaced, they shall be free of residual debris, fluids, or offensive odors as determined by DIA.

Exhibit A: Alpine Contract

- ◆ When containers are collected or removed for cleaning, maintenance, or repair, they shall be replaced with a spare container within one hour of removal. Compost containers will be picked up according to the prevailing schedule agreed between Contractor and DEN Environmental Services and either replaced with clean sanitized containers or, if dumpster service, deodorizer will be applied to the dumpster.
- ◆ Any request by DIA to clean up spills, leaks, or debris, or to remove equipment with offensive odors, shall be completed within two hours.
- ◆ All compactor rooms shall be thoroughly cleaned and sanitized according to the schedule agreed upon between Contractor and DEN Environmental Services or as needed, in the reasonable opinion of DEN Environmental Services with a biodegradable disinfectant cleaning product and steam cleaning. This shall include cleaning of all wall, ceiling, and floor surfaces; the trash or cardboard chute (up to ceiling level); and floor drains.
- ◆ The Contractor shall be responsible for any property damage caused by any action of the Contractor's employees, subcontractors, agents, or equipment.

G. Vehicle Requirements and Options - Vehicles used to accomplish the Scope of Work services include, but are not limited to, compactor/roll-off trucks with hoists and loaders needed to collect and transport all containers. All vehicles shall remain the property of the Contractor. All vehicle labeling and movement at DIA shall comply with DIA's Rule and Regulation 130 "Operating Vehicles in the Secured Area" requirements, which can be found at <http://www.flydenver.com>

- ◆ The provision, cleaning, maintenance, repair, replacement, and operation of all vehicles shall be the responsibility of the Contractor.
- ◆ An adequate number of spare units for each type of vehicle shall be provided to mitigate any collection delays.
- ◆ Vehicles shall be neat and presentable at all times.
- ◆ Vehicle fueling and maintenance shall not occur on DIA property, except in the event Contractor elects to fuel compressed natural gas-powered vehicles on its own account at the Clean Energy CNG fueling facility that is open to the public and located at DIA.
- ◆ Other restrictions - all of the Contractor's employees, subcontractors, and agents shall at all times:
 - Yield the right-of-way to aircraft;
 - Not block DIA roadways or access points;
 - Not drive between aircraft and the concourse when aircraft is parked at a gate position;
 - Not drive on the taxiway side of a double white line;
 - Not drive within the jet blast zone of a running jet engine;
 - Not drive in tunnels with gasoline- or diesel-fueled vehicles;
 - Not transport uncovered loads or loose debris;
 - Not leave a vehicle unattended with its engine running (unattended vehicles may be towed at the Contractor's expense); and
 - Follow all DIA security, badging, and driving requirements.

Exhibit A: Alpine Contract

H. Container Requirements and Options - Containers used to complete the Scope of Work will include but not be limited to, front-end loaders, roll-offs, and compactors for the collection and transport of trash, recyclables, and compostables. All containers shall remain the property of the Contractor.

- ◆ The provision, installation, maintenance, repair, replacement, and use of all containers shall be the responsibility of the Contractor.
- ◆ Containers may be owned or leased by the Contractor.
- ◆ Containers shall be neat and clean at all times, free of spillage, and shall be maintained in a safe, operational, and clean condition.
- ◆ An adequate number of spare units for every container type shall be available within one hour of collection.
- ◆ Containers located at the AOB loading dock are specific to that location.
- ◆ Containers at all other designated locations shall be interchangeable.

I. Container Specifications

- ◆ All containers shall be one solid color.
- ◆ All containers must have lids.
- ◆ All recycling gables shall have a universal recycling logo on each end.
- ◆ All containers shall have easily accessible openings for depositing materials.
- ◆ All containers shall be of steel construction, and liquid tight.
- ◆ Roll-offs shall be of steel construction and have a secure top in place during hauling.
- ◆ Compactors shall be enclosed and have automatic starts, multi-cycle timers, photoelectric cycle controls, advance warning (three-quarter full and full) lights, and an oil heater with components compliant with pertinent American National Standards Institute and Occupational Safety and Health Administration requirements.
- ◆ All of the AOB loading dock compactors shall be equipped with a rear-feed hopper extended to the rear of the unit, deck, hand and toe rails, and remote push-button controls.
- ◆ The Contractor shall be responsible for the electrical hook-up from the DIA-owned disconnect boxes to any compactor units and shall follow all electrical codes and other pertinent regulations.
- ◆ The Contractor shall consider and provide solar-powered or alternatively powered containers wherever feasible.

J. Container Management

- ◆ Spare containers shall be available.
- ◆ If any container is observed by the Contractor to be overweight and likely to jeopardize the Contractor's compliance with roadway weight restrictions, the Contractor shall notify DIA so DIA may make arrangements to prepare the container for safe hauling.
- ◆ The Contractor must receive prior oral or written (including electronic mail) approval from DIA to modify any container type or location.

Exhibit A: Alpine Contract

K. Personnel Requirements

- ◆ All drivers must be experienced and familiar with DIA's "Operating of Vehicles in the Secured Area" requirements (Rule and Regulation 130), which can be found at www.flydenver.com. The Contractor shall be responsible for obtaining all ramp vehicle and employee permits required to operate on airport premises at no additional cost to DIA.
- ◆ All personnel shall be in a company uniform that is identifiable at all times and which bears the Contractor's name. Personnel shall wear a Class 2 yellow safety vest whenever they are on DIA property.

L. Customer Service Requirements - Given the critical nature of air transport activities at DIA, committed customer service as well as timely and appropriate responses to requests for service are critical to DIA.

- ◆ Contractor response to DIA requests - The Contractor shall respond to all requests for information or service made verbally or in writing (including electronic mail) within two hours. This shall include requests for clean-up, maintenance, collection, or information. The Contractor shall be available 365/24/7, including holidays.
- ◆ On-call collection requests shall be fulfilled during the next 11 pm to 7 am shift unless otherwise authorized by DIA.
- ◆ All containers shall be replaced within one hour.
- ◆ All spills, leaks, and debris or other corrective actions shall be addressed to DIA's satisfaction within two hours of the spill or leak being discovered.
- ◆ DIA maintains the right to observe and inspect any Contractor operations related to DIA-related services that occur on or off DIA property, at any time without prior notice.

M. Communication Requirements

- ◆ The Contractor's drivers shall be accessible on a daily basis by phone or in person.
- ◆ Communication of any occurrence or condition that requires corrective action shall be reported to DIA personnel.
- ◆ The Contractor shall notify DIA immediately about any occurrence or condition that may interfere with the Contractor's ability to provide the Scope of Work services.
- ◆ The Contractor shall immediately notify DIA of any action that requires the implementation of a contingency plan.

N. Pre-commencement Date Requirements – Contractor shall submit all Pre-commencement Date Requirements such that DIA's review and approval and installation and testing necessary to make all equipment and services fully operational shall be completed prior to the Commencement Date. The following shall be submitted 60 days prior to any commencement of work beginning at DIA

- ◆ Management Plan - including address of local business location (i.e., where all records related to DIA services shall be maintained and available for DIA review) and full contact information, resumes, and qualifications for:
 - Contractor's project manager, who shall be the primary interface between the Contractor and DIA and available 365/24/7.
 - Back-up to the Contractor's project manager.

Exhibit A: Alpine Contract

- Equipment inspector.
 - Other managers as needed for roll-off, compactor, front-end loader, dispatch, repair, and other service categories.
 - Any other emergency and routine contacts.
- ◆ Detailed description for any proposed infrastructure improvements and other modifications, including drawings and specifications as appropriate.
 - ◆ Preventative maintenance schedule (including cleaning) for containers and compactor rooms.
 - ◆ Detailed information on each Processing Facility to be used by the Contractor in processing and marketing recyclables and compostables including:
 - Legitimate End Use for each recyclable and compostable material.
 - Copy of all contracts between the Contractor and any Processing Facilities (if facilities are not directly owned by the Contractor).
 - And depending on the contractor's pricing, a complete description of how Recyclables Revenues (Rebates) and Up-Market Revenues (Rebates) will be determined, the calculations to be used, any market thresholds to be set, any determination of average market values, any percentage of market pricing or revenue sharing to be applied and any indices or other documentation to be used.

SECTION J: WASTE AND RECYCLABLES AUDITS

- ◆ The first trash and recyclables audits shall be conducted within six months of the Commencement Date and shall be repeated annually thereafter.
- ◆ The Contractor shall conduct an audit of a representative sample from up to one DIA-designated trash container and from up to one DIA-designated single-stream recyclables container per year.
- ◆ The Contractor shall propose a written auditing methodology (including sampling, sample size, and materials to be sorted). DIA shall be notified before, and may observe, all audits.
- ◆ The Contractor shall submit the results of each audit in the next monthly report. At a minimum, the results shall include the total sample weight, the weight and percent of total of each material including any sort residue, and any visual observations.
- ◆ The audit shall identify the weight of total single-stream recyclables and shall calculate the weights of each recyclable material based on the composition results for that period.

EXHIBIT I: CURRENT RECYCLABLES TABLE

MATERIALS	CATEGORIES AND DESCRIPTION
GLASS	
Glass Food & Beverage Containers	All colors of food and beverage containers
PLASTICS	

Exhibit A: Alpine Contract

Plastics	Plastics with recycle triangle #1 through #7
Plastic Film	LLDPE plastic film wrap
METAL	
Aluminum/Steel/Tin Food/Beverage Containers & Foil	Aluminum, tin, steel & bi-metal beverage & food cans, empty aerosol cans, foil/food trays
All Other Metals	Non-food containers, all scrap metal & items that are primarily metal, container lids/caps
PAPER	
Corrugated Cardboard & Brown Paper	Unwaxed/uncoated corrugated containers and boxes, unwaxed/uncoated brown paper and bags
Newspaper	All newspaper including inserts (glossy & otherwise)
Mixed Paper	Office paper (except fluorescent), envelopes, junk mail, telephone books, & paperboard
Magazines	All magazines
All other paper	Paper milk/juice cartons, tetra packs, fast food packaging, & photographs

EXHIBIT II: CURRENT ACCEPTABLE COMPOSTABLES

- ◆ Wood, including broken wood pallets, tree trimmings, lumber, wood crates, and waxy cardboard
- ◆ Restroom towels
- ◆ Pre- and post-consumer organics from food concessions
- ◆ Employee breakroom compost collections

Initial Service Pricing Exhibit with No Recycling Rebates

<u>Trash and Recycling Services</u>	<u>Equipment Type</u>	<u>Equipment Qty</u>	<u>Service Qty</u>	<u>Service Freq/Wk</u>	<u>Monthly Svc Rate/Day</u>	<u>Monthly Service Cost</u>	<u>Monthly Equip Cost</u>	<u>Monthly Cost</u>
Gate A-41 ramp	27 yd SC compactor	1	1	3	\$ 831	\$ 2,493	\$ 402	\$ 2,895
Gate A-34 ramp	27 yd SC compactor	1	1	2	\$ 1,139	\$ 2,278	\$ 402	\$ 2,680
Gate A-46 ramp	27 yd SC compactor	1	1	1	\$ 1,139	\$ 1,139	\$ 402	\$ 1,541
Gate B-39 ramp	27 yd SC compactor	1	1	3	\$ 831	\$ 2,493	\$ 402	\$ 2,895
Gate B-24 ramp	27 yd SC compactor	1	1	1	\$ 1,139	\$ 1,139	\$ 402	\$ 1,541
Gate B-30 ramp	27 yd SC compactor	1	1	1	\$ 1,139	\$ 1,139	\$ 402	\$ 1,541
Gate B-36 ramp	27 yd SC compactor	1	1	2	\$ 1,139	\$ 2,278	\$ 402	\$ 2,680
Gate B-44 ramp	27 yd SC compactor	1	1	1	\$ 1,139	\$ 1,139	\$ 402	\$ 1,541
Gate B-52 ramp	27 yd SC compactor	1	1	1	\$ 1,139	\$ 1,139	\$ 402	\$ 1,541
Gate B-81 ramp	27 yd SC compactor	1	1	2	\$ 1,139	\$ 2,278	\$ 402	\$ 2,680
Gate C-38 ramp	27 yd SC compactor	1	1	3	\$ 831	\$ 2,493	\$ 402	\$ 2,895
Gate C-32 ramp	27 yd SC compactor	1	1	1	\$ 1,139	\$ 1,139	\$ 402	\$ 1,541
Gate C-46 ramp	27 yd SC compactor	1	1	2	\$ 1,139	\$ 2,278	\$ 402	\$ 2,680
Gate C-48 end (Southwest Airlines)	34 yd SC Compactor	2	2	3	\$ 831	\$ 4,986	\$ 888	\$ 5,874
AOB loading dock	34 yd SC compactor	1	1	6	\$ 732	\$ 4,392	\$ 444	\$ 4,836
Maintenance Ctr (airside)	30 yd RO	2	1	3	\$ 779	\$ 2,337	\$ 112	\$ 2,449
East & West Economy Parking Lots	20 yd RO	2	2	1	\$ 996	\$ 1,992	\$ 112	\$ 2,104
Gate B-15 ramp (United Airlines)	25 yd gable top	1	1	4	\$ 713	\$ 2,852	\$ 84	\$ 2,936
Gate B-16 ramp (United Airlines)	25 yd gable top	1	1	4	\$ 713	\$ 2,852	\$ 84	\$ 2,936
21998 E 88th Gate #2 (concrete ramp)	20 yd RO	1	1	0.23	\$ 931	\$ 214	\$ 56	\$ 270
21998 E 88th Sand shed	30 yd RO	1	1	1	\$ 931	\$ 931	\$ 56	\$ 987
ARFF #1 (airside)	8 yd FEL	1	1	1	\$ 62	\$ 62	\$ 16	\$ 78
ARFF #2 (airside)	6 yd FEL	1	1	1	\$ 56	\$ 56	\$ 13	\$ 69
ARFF #3 (airside)	8 yd FEL	1	1	1	\$ 62	\$ 62	\$ 16	\$ 78
1st Watch Trailer (south)	2 yd FEL	1	1	1	\$ 49	\$ 49	\$ 10	\$ 59
Ground Transportation	6 yd FEL	4	4	2	\$ 56	\$ 448	\$ 52	\$ 500
Facility Maintenance Carpenter Shop	8 yd FEL	1	1	1	\$ 62	\$ 62	\$ 16	\$ 78
Bombardier Train Maintenance	8 yd FEL	1	1	1	\$ 62	\$ 62	\$ 16	\$ 78
Airside Employee Security Turnstile (airside)	8 yd FEL	1	1	2	\$ 62	\$ 124	\$ 16	\$ 140
ARFF Training (north) (landside)	4 yd FEL	1	1	1	\$ 54	\$ 54	\$ 12	\$ 66
East Electrical Vault (airside)	8 yd FEL	1	1	0.3	\$ 62	\$ 19	\$ 16	\$ 35
Whiskey Charlie Electrical Vault (airside)	8 yd FEL	1	1	0.3	\$ 62	\$ 19	\$ 16	\$ 35
ARFF #4 (airside)	8 yd FEL	1	1	1	\$ 62	\$ 62	\$ 16	\$ 78
Electrical Department Trailer Unit #3 (south)	4 yd FEL	1	1	1	\$ 54	\$ 54	\$ 12	\$ 66
Engineer Trailer Unit #5 (south)	6 yd FEL	1	1	1	\$ 56	\$ 56	\$ 13	\$ 69
27500 East 80th Maintenance Ctr (airside)	8 yd FEL	1	1	3	\$ 62	\$ 186	\$ 16	\$ 202
Police/TSA K-9 Kennel (6922 Valley Head)	3 yd FEL	1	1	1	\$ 49	\$ 49	\$ 10	\$ 59
Joint Use Air Cargo Trash	8 yd FEL	1	1	3	\$ 62	\$ 186	\$ 16	\$ 202
World Port	6 yd FEL	1	1	0.3	\$ 56	\$ 17	\$ 13	\$ 30
AOB loading dock	34 yd SC compactor	1	1	2	\$ 941	\$ 1,882	\$ 444	\$ 2,326
Gate A-38 Ramp	27 yd SC compactor	1	1	3	\$ 808	\$ 2,424	\$ 402	\$ 2,826

Gate B-52 ramp	34 yd SC compactor	1	1	1	\$ 941	\$ 941	\$ 444	\$ 1,385
Gate B-36	30 yd SC compactor	1	1	1	\$ 941	\$ 941	\$ 444	\$ 1,385
Gate B-24 ramp	34 yd SC compactor	1	1	3	\$ 808	\$ 2,424	\$ 402	\$ 2,826
Gate B-39 ramp	27 yd SC compactor	1	1	3	\$ 808	\$ 2,424	\$ 402	\$ 2,826
Gate C-41 ramp	27 yd SC compactor	1	1	2	\$ 941	\$ 1,882	\$ 402	\$ 2,284
Gate C-48 end (Southwest Airlines)	27 yd SC compactor	1	1	3	\$ 808	\$ 2,424	\$ 402	\$ 2,826
Gate A-46 ramp	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
Gate A-41 ramp	8 yd FEL	1	1	4	\$ 63	\$ 252	\$ 16	\$ 268
Gate A-31 ramp	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
Gate C-38 ramp	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
Gate C-32 ramp	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
Gate C-46 ramp	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
Gate C-39 ramp	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
Gate B-62 ramp	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
Gate C-41 ramp	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
South Trailer (27301 E 71st Av)	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
Joint Use Air Cargo (airside)	8 yd FEL	1	1	2	\$ 63	\$ 126	\$ 16	\$ 142
Maintenance Center recycling	8 yd FEL	1	1	2	\$ 63	\$ 126	\$ 16	\$ 142
Airside Employee Security Turnstile (airside)	8 yd FEL	1	1	3	\$ 63	\$ 189	\$ 16	\$ 205
Worldport	8 yd FEL	1	1	1	\$ 63	\$ 63	\$ 16	\$ 79
ARFF #3 (Airside)	8 yd FEL	1	1	1	\$ 63	\$ 63	\$ 16	\$ 79
ARFF #1 (Airside)	8 yd FEL	1	1	1	\$ 63	\$ 63	\$ 16	\$ 79
							\$	<u>74,487</u>

Compost Services

Air/Joint Cargo wood (airside)	40 yd RO	2	1	1	\$ 931	\$ 931	\$ 56	\$ 987
AOB loading dock	68 gal toter	35	13	2	\$ 48	\$ 1,248	\$ 35	\$ 1,283
Gate C-39 ramp	68 gal toter	40	18	2	\$ 48	\$ 1,728	\$ 40	\$ 1,768
							\$	<u>2,270</u>

Subtotal of all Alpine services

\$ 78,525

PPI-indexed pricing discount, year 1*6.10%**\$ (4,790)**Total of discounted Alpine services**\$ **73,735****Compactor Room Cleaning**

Subcontracted service once per month	CAM Services						\$	<u>2,499</u>
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Total of all services per month\$ **76,234**

*In exchange for the 6.1% discount shown on this Exhibit B on the price of the services in the Scope of Work during the first year of this Contract, Contractor shall index the pricing in this Exhibit B annually, beginning on the first anniversary of the commencement date, on any prior year increase in the US Bureau of Labor Statistics' Producer Price Index for Final Demand Services – Transportation and Warehousing

DIA Add/Delete Pricing Matrix No Recycling Rebates**Rolloff-based Services**

<u>Add/Delete Days of Service to/from Existing</u>	Per Month Cost per Day of Weekly Service		
	Freq ≤ <u>2x/wk</u>	Freq ≥ 2x/wk <u>≤ 4x/wk</u>	Freq > <u>4x/wk</u>
<u>Container Type</u>			
Self-contained Compactor Trash	\$ 1,139	\$ 831	\$ 731
Self-contained Compactor Recycling	\$ 941	\$ 808	\$ 702
Self-contained Compactor Compost	\$ 1,983	\$ 1,675	\$ 1,575
Stationary Compactor Receiving Box Trash	\$ 979	\$ 844	\$ 743
Stationary Compactor Receiving Box Recycling	\$ 935	\$ 836	\$ 716
25 yd Gable-top/30-yd Mesh-lid Box Trash	\$ 996	\$ 810	\$ 713
25 yd Gable-top/30-yd Mesh-lid Box Recycling	\$ 951	\$ 802	\$ 687
20/30/40 yd Open Top Trash	\$ 931	\$ 779	\$ 686
	<u>Equipment per Month</u>		
27 yd SC Compactor	\$ 402		
34 yd SC Compactor	\$ 444		
Stationary Compactor	\$ 662		
25 yd Gable-top Box/30-yd Mesh-lid Box	\$ 84		
20/30/40 yd Open Top	\$ 56		
Breakaway Receiving Box	\$ 90		
Bayne Swing Away Cart Lifter	\$ 135		

Small Container-based Services

<u>Add/Delete Days of Service to/from Existing</u>	Per Month Cost per Day of Weekly Service	
	<u>Add/Delete Service Day</u>	<u>Add Container</u>
<u>Container Type</u>		
2/3 yd FEL Trash	\$ 49	\$ 10
4 yd FEL Trash	\$ 54	\$ 12
6 yd FEL Trash	\$ 56	\$ 13
8 yd FEL Trash	\$ 62	\$ 16
8 yd FEL Recycling	\$ 63	\$ 16
68 gal Toter Compost	\$ 49	\$ 1
2 yd Sealed REL Compost	\$ 240	\$ 21
3 yd Sealed FEL Compost	\$ 305	\$ 21
6 yd FEL Compost (not for pure food waste)	\$ 320	\$ 13

Exhibit C – Banned Materials

Prohibited Products and Services

- Products containing persistent bio-accumulative toxics
- Products containing Asbestos
- Products containing known carcinogens, mutagens and teratogens
- USDOT Inhalation Hazard rated materials
- Halogenated compounds with an Ozone Depletion Potential greater than 0.01
- Products which have a high risk of causing spontaneous combustion
- Strong chemical oxidizers
- Products containing the chemical elements or compounds listed in Table 1
- Products containing chemical compounds deemed by the Denver Department of Environmental Health to present an undue of risk to human health or the environment in their use or disposal.

Upon request, the vendor must submit documentation proving that all procured products and services meet the prohibitions listed above.

Table 1: Prohibited Chemicals and Compounds

	<u>Chemical Name</u>	<u>CAS Number</u>	<u>Comments</u>
1	Arsenic	7440-38-2	
2	Arsenic, compounds of	various	
3	Barium, compounds of	various	not including alloys
4	Cadmium, compounds of	various	not including alloys
5	Carbon tetrachloride	56-23-5	
6	Chlorobenzene	108-90-7	
7	Chloroform	67-66-3	
8	Chromium, compounds of	various	not including alloys
9	1,2-Dichlorobenzene	95-50-1	
10	1,4-Dichlorobenzene	106-46-7	
11	1,2-Dichloroethane	107-06-2	
12	1,1-Dichloroethylene	75-35-4	
13	Hexachlorobenzene	118-74-11	
14	Hexachloroethane	67-72-1	
15	Hydrofluoric Acid	7664-39-3	
16	Lead, compounds of	various	not including alloys
17	Mercury, elemental	7439-97-6	not including amalgams
18	Mercury, compounds of	various	
19	Methylene chloride	75-09-2	
20	Nitrobenzene	98-95-3	
21	Pentachlorophenol	87-86-5	
22	Selenium, compounds of	various	
23	Silver, compounds of	various	not including alloys
24	Tetrachloroethylene	127-18-4	

EXHIBIT D

CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: 201419733 – Solid Waste Hauling Contract

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area

Each Occurrence and aggregate

Each Occurrence and aggregate

\$1,000

\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Contractors Pollution Liability Coverage (including asbestos)

Coverage: Contractors Pollution Liability

Minimum Limits of Liability (In Thousands)

\$1,000 per occurrence, \$2,000 aggregate

Any Policy issued under this section must contain, include or provide for the following:

1. Coverage must extend, by endorsement or otherwise, to cover the full scope of all work performed by, or on behalf of, the Insured under the Insured's contract with the City.
2. Coverage shall cover the Insured's completed operations for a period no less than 3 years.
3. City, its officers, officials and employees as additional insureds, and shall include liability and defense of claims arising out of the work performed by, or on behalf of, the Insured.
4. Full limits of coverage dedicated to apply to this project/location.
5. Waiver of Subrogation and Rights of Recovery against the City and County of Denver, its officers, officials and employees.
6. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants (including asbestos).
7. If the coverage is written on a claims-made basis
 - a. the Insured warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and
 - b. continuous coverage will be maintained or an extended reporting period will be maintained for a period no less than three (3) years beginning from the time that work under this contract is completed.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect

to undertake.

- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A-VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

Exhibit E, Alpine Contract

Cost Centers	Contractor Address Contractor Telephone Number Location	Invoice # XXXXX				201419733		DATE
		Recycle Hauling Cost	Trash Hauling Cost	Compost Hauling	Rebates	Total Hauling Tons	Recycling Tons	
ZBLG	A-31 Recycle	N/A	N/A				N/A	
	A-38 Trash	N/A	N/A				N/A	
	A-38 Recycle	N/A	N/A				N/A	
	A-41 Trash	N/A	N/A				N/A	
	A-41 Recycle	N/A	N/A				N/A	
	A-30 Trash	N/A	N/A				N/A	
	A-46 Trash	N/A	N/A				N/A	
	B-36 Recycle	N/A	N/A				N/A	
	B-39 Trash	N/A	N/A				N/A	
	B-39 Recycle	N/A	N/A				N/A	
	B-24 Trash	N/A	N/A				N/A	
	B-24 Recycle	N/A	N/A				N/A	
	B-30 Trash	N/A	N/A				N/A	
	B-44 Trash	N/A	N/A				N/A	
	B-52 Trash	N/A	N/A				N/A	
	B-52 Recycle	N/A	N/A				N/A	
	B-62 Recycle	N/A	N/A				N/A	
	B-81 Trash	N/A	N/A				N/A	
	C-38 Trash	N/A	N/A				N/A	
	C-38 Recycle	N/A	N/A				N/A	
	C-34 Trash	N/A	N/A				N/A	
	C-41 Trash	N/A	N/A				N/A	
	C-41 Recycle	N/A	N/A				N/A	
	C-46 Trash	N/A	N/A				N/A	
	C-48 Trash	N/A	N/A				N/A	
	C-48 Recycle	N/A	N/A				N/A	
AOB Trash	N/A	N/A				N/A		
AOB Recycle	N/A	N/A				N/A		
Composting	N/A	N/A				N/A		
Wood	N/A	N/A				N/A		

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RAMP	B-15 Trash	N/A							N/A					
	B-16 Trash	N/A							N/A					
	6960 Valleyhead Trash Front End Loader	N/A							N/A					
	27500 E. 80TH BLDG A Trash Front End loader	N/A							N/A					
MNCT	Fleet Maintenance (Turnstyle) Recycle SS/CB	N/A							N/A					
	Maintenance Center: 3-30 YD TRASH													
PKET	E&W Economy Lots Trash	N/A							N/A					
	AIR CARGO Trash	N/A							N/A					
ZCGA	Air Cargo Recycle Cardboard/singletream	N/A							N/A					
	Wood	N/A							N/A					
ZMNF	Gate #2	N/A							N/A					
	88th Ave Sandshed Trash	N/A							N/A					
	Gate 2 Recycle	N/A							N/A					
FIREHOUSE	Firehouse #1 Trash Front End Loader	N/A							N/A					
	Firehouse #1 Recycle													
	Firehouse #3 Trash Front End loader	N/A							N/A					
	Firehouse #4 Trash Front End Loader	N/A							N/A					
	AAAF Training Trash Front End Loader	N/A							N/A					
FIRE	71st Ave Recycle	N/A							N/A					
	B/C Turnstyle Recycle	N/A							N/A					
	Worldport Rec	N/A							N/A					
WORLDPORT	Worldport Trash Front End Loader	N/A							N/A					
AGTS	Train Station Trash Front End loader	N/A							N/A					
SECU	Electrical Shop Trash Front End loader	N/A							N/A					
	ACCESS Services (7100 Robertson) Trash Front End Loader	N/A							N/A					
CNDP	Ground Transportation Trash Front End Loader	N/A							N/A					
OPS	Operations Building Trash Front End Loader	N/A							N/A					
PKES	ABC Trash (2610 76th Ave) Front End Loader	N/A							N/A					
	ABC (2610 76th Ave) Recycle													
UTCM	East Vault Trash Front End Loader	N/A							N/A					
	West Vault Trash Front End Loader	N/A							N/A					
SCMP	Engineer Trailer #1 Trash Front End Loader	N/A							N/A					
	Engineer Trailer #5 Trash Front End Loader	N/A							N/A					
	South Trailers Recycle	N/A							N/A					
Z98B	Valley Head Piles Center Trash Front End Loader	N/A							N/A					
	TOTAL													

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