

## 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 GFL Environmental**, 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 and Recycling Hauling for Denver International Airport**; and

**WHEREAS**, the City solicited and received proposals for such services and the Contractor'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; CEO.** "Airport CEO" or "CEO" means the Chief Executive Officer of Denver International Airport.
- 1.03 ALTERNATIVELY FUELED VEHICLES.** "Alternatively Fueled Vehicles" means any vehicle that does not run exclusively on gasoline or diesel power, such as hybrid, electric, or compressed natural gas (CNG) vehicles.
- 1.04 AOB.** "AOB" means Airport Office Building at DEN.
- 1.05 C&D WASTE.** "C&D Waste" means waste generated through construction and demolition projects.
- 1.06 COMPOSTABLE MATERIALS.** "Compostable materials" includes but are not limited to: Restroom towels, Pre- and post-consumer organics from food concessions, Wood including broken wood pallets, tree trimmings, untreated lumber or plywood, wood crates, and waxy cardboard.

- 1.07 CONTAMINANTS.** “Contaminants” means materials other than processing residue that are not currently listed as designated Recyclables or Compostable Materials by the City’s waste program.
- 1.08 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 Senior Vice President for Sustainability, hereinafter referred to as the "SVP," as the Airport CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The SVP'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 SVP may rescind or amend any such designation of representatives or delegation of authority, and the SVP may from time to time designate a different individual to act as Contract Administrator, upon notice to the Contractor.
- 1.09 CONTRACTOR EMPLOYEE; CONTRACTOR PERSONNEL.** “Contractor employee” or “Contractor personnel” shall include employees and personnel of the Contractor and subcontractors, if any.
- 1.10 DADS.** “DADS” means Denver Arapahoe Disposal Site (a/k/a the **Landfill**), municipal solid waste landfill.
- 1.11 LANDFILL DIVERSION.** “Landfill Diversion” means the percentage of the total waste stream diverted from the Landfill by either recycling, repurposing, composting, or food donation.
- 1.12 MRF.** “MRF” means a material-recovery facility where recyclable materials are sorted and shipped to markets. This is a permitted facility.
- 1.13 MSW.** “MSW” means municipal solid waste.
- 1.14 PROCESSING RESIDUE.** “Processing residue” means the materials that are unable to be reasonably processed into a usable material.
- 1.15 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.
- 1.16 RECYCLING REBATE.** “Recycling Rebate” means the per ton payment made to DEN for the City’s recyclable materials accepted and processed by the Contractor, or the

revenues collected from marketing of recyclable materials accepted and processed by the Contractor that could be returned or credited to DEN, all as set forth in the Statement of Work.

- 1.17 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.
- 1.18 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.
- 1.19 SPECIAL WASTE.** “Special Waste” means construction and demolition waste any non-hazardous waste that needs to be manifested, or any non-hazardous waste that needs to be profiled and managed separately from municipal solid waste.
- 1.20 STAGING AREA.** “Staging Area” means the area for staging empty back-up containers. The initial Staging Area will be located south of the Fire Training Facilities located at 11345 Trussville.
- 1.21 SVP.** “SVP” means the Senior Vice President for Sustainability or successor in function.
- 1.22 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; Time Is of the Essence. 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 Contractor fails 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 SVP 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 SVP. 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, 2020, and shall terminate on August 31, 2025, 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 15<sup>th</sup> 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 C**, 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; provided, however, that Contractor reserves the right to reasonably object to the City's determination of its entitlement to liquidated damages or other adjustments hereunder. The City also reserves the right to reject any invoice or part thereof where the Airport CEO reasonably determines that the amount invoiced is incorrect based on information available to the Airport. Contractor will have a reasonable opportunity to correct and resubmit any such rejected invoice.

### 4.03 MAXIMUM CONTRACT AMOUNT; APPROPRIATION

A. **Maximum Contract Amount.** 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 Eight Million Eight Hundred Thousand Dollars (\$ 8,800,000.00).

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. Contractor 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 Fund and from no other fund or source.. 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, including 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations) and Airport Rules and Regulations, as they exist at the time of this agreement and as they may be amended in the future. .

B. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program. 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. If Contractor its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Consultant shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation. The fee/fine will be deducted directly from the invoice

for the next billing period, OR Consultant must pay this amount within fifteen (15) days from the date of the invoice or written notice from the City.

C. 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.

D. 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.

E. 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.

F. **SENSITIVE SECURITY INFORMATION.** Contractor acknowledges that, in the course of performing its work under this agreement, Contractor may be given access to Sensitive Security Information ("SSI"), as material is described in the Code of Federal Regulations, 49 C.F.R. Part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations, including but not limited to, 49 C.F.R. Parts 15 and 1520. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN's Security Office. Materials placed in equipment for collections by Contractor will not be classified as SSI.

#### **5.04 SAFETY**

A. The Contractor shall operate at all times under this Contract in compliance with the most current version of 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 existing and future federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work, including as they may be amended.

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, 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 C.R.S. § 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 existing and future 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 existing and future 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](http://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 SVP or his 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 SVP at the time of submittal. All spills shall be reported to 303-342-4200 immediately regardless of size, material, or media impacted.

## **5.07 LIQUIDATED DAMAGES**

A. In the event the Contractor shall fail in the performance of the Scope of Work specified or material to be delivered within the time limit set forth within the Contract, after due allowance for any extensions of time granted by DEN, the Contractor shall be liable to the City, as liquidated damages and not as a penalty, in the amounts noted in Subsection B below. The City shall have the right to deduct the said liquidated damages from any amount due or that may become due the Contractor.

- B. Liquidated damages of \$500 per incident may be assessed for for following failures to perform:
1. Failure to be available to provide service 24 hours every day all 365 days each year, including holidays as contemplated in Section 2.02.F;
  2. Failure to clean-up spills, leaks, debris and containers within one (1) business day;
  3. Failure to replace collected or removed containers within one (1) hour;

## **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. Contractor 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 such Claims have been specifically determined by the trier of fact to result from 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 Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

### **6.03 INSPECTION OF RECORDS**

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

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.

C. The parties agree that any delay in furnishing records referenced in this Section 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 subcontract portions of the Work, but the SVP shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them. 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 this 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;

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; and

C. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the subcontract.

### **7.03 APPROVAL OF SUBCONTRACTORS**

All subcontractors which the Contractor expects to perform Work under this Contract must be approved in writing by the SVP before the subcontractor begins work. The SVP shall have the right to reject any proposed outside subcontractor deemed by the SVP to be unqualified or unsuitable for any reason to perform the proposed services. The SVP 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.

I. Before the SVP approves any subcontractor, the Contractor shall submit to the SVP 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**

A. 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.

#### **7.05 PROMPT PAYMENT**

Contractor is subject to Denver Revised Municipal Code § 20-112, wherein Contractor shall pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from the City. Any late payments are subject to a late payment penalty as provided in the Denver Prompt Payment Ordinance (D.R.M.C. §§ 20-107 through 20-118, including as this may be amended).

### **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.

## **8.02 CITY MINIMUM WAGE.**

To the extent required by law, Contractor shall comply with and agrees to be bound by all requirements, conditions, and the City determinations regarding the City's Minimum Wage Ordinance, D.R.M.C. §§20-82 through 20-84, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the City's Minimum Wage Ordinance. By executing this agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

## **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**

All disputes arising under or related to this Agreement shall be resolved by administrative hearing under the procedures described in D.R.M.C. § 5-17 and all related rules and procedures. 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. The determination resulting from said administrative hearing shall be final, subject only to Contractor's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

### **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	Sample Invoice
Exhibit D	Insurance Certificate



Appendix  
Appendix

Standard Federal Assurances  
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
- Sections 1 through 11 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

**SECTION 10 – DEFAULT, REMEDIES, TERMINATION**

**10.01 DEFAULT BY CONTRACTOR**

The following are **Events of Default** by Contractor 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.

## 10.02 DFAULT BY CITY

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

A. The City fails to pay Contractor as required hereunder and such failure continues for a for a period of more than 10 days after delivery of written notice from Contractor of such failure.

B. The City 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 of written notice from Contractor of such breach or default, except where a shorter period of time is specified herein, or where fulfillment of its obligation requires activity over a period of time and City 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

A. **City Remedies/Termination** If Contractor commits an Event of Default, as described in Section 10.01, the City may exercise any one or more of the following remedies:

1. 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.

2. 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.
3. 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.
4. 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.

**B. Contractor Remedies/Termination.** If the City commits an Event of Default as described in Section 10.02, Contractor may cancel and terminate this Contract upon giving 30 days' written notice to the City of its intention to terminate effective either immediately upon notice or within a stated period after notice, so long as the applicable cure period set forth in Section 10.02 has expired without cure.

#### **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.

#### **10.05 TERMINATION**

**A. Termination for Cause.** In the event Contractor fails to perform any provision of this Agreement, the City may elect any of the remedies stated in Section 10.03 above, including termination as set forth therein

**B. Compensation for Services Performed Prior to Termination Notice.** If this Agreement is terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO or his/her authorized representative prior to the notice of termination. Contractor has no right to compensation for services performed after the notice of termination.

**C. No Claims.** Upon termination of this Agreement, Contractor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

## SECTION 11- GENERAL CITY 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

A. **Governing Law.** This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision and condition herein is subject to the provisions of Colorado law, the City Charter, and the ordinances and regulations enacted pursuant thereto, as may be amended from time to time.

B. **Bond Ordinances.** This Agreement is in all respects subject and subordinate to any and all the City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

C. **Venue.** Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

### 11.03 NO DISCRIMINATION IN EMPLOYMENT; DSBO.

A. **Non-Discrimination.** 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.

B. **Diversity and Inclusiveness.** The City encourages the use of qualified small businesses doing business within the metropolitan area that are owned and controlled by economically or socially disadvantaged individuals. Contractor is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small businesses when considering and selecting any subcontractors or suppliers.

C. **Minority/Women Business Enterprises.** Contractor may be subject to the City's ordinance, D.R.M.C. Chapter 28, Article III ("MBE/WBE Ordinance") which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO SVP to establish goals for MBE and WBE participation certain City contracts. The goal for this Agreement is **8%**. Goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its

subcontractors and subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of Contractor to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation for the duration of this Agreement, unless the City initiates a material alteration to the Scope of Work.

#### **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; COOPERATION**

A. 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.

##### **B. Cooperation with Other Contractors.**

1. The City may award other contracts for additional work, and Contractor shall fully cooperate with such other contractors. The City, in its sole discretion, may direct Contractor to coordinate its work under this Agreement with one or more such contractors.
2. Contractor shall have no claim against the City for additional payment due to delays or other conditions created by the operation of other contractors. The City will decide the respective rights of the various contractors in order to secure the completion of the work.

#### **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 Disposal Inc. dba GFL Environmental  
7373 Washington St  
Denver, CO 80229

Contact Name: Hanna Chaffer  
Contact Phone: 303-872-9616  
Email Address: Hanna.chaffer@gflenv.com

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 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 Contractor is liable for any violations as provided in said statute and ordinance.
- B. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 COLORADO OPEN RECORDS ACT.**

A. Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 *et seq.*, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Agreement notwithstanding, all materials, records, and information provided by Contractor to the City shall be considered confidential by the City only

to the extent provided in CORA, and Contractor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any material Contractor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Contractor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Contractor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Contractor does not wish disclosed. Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Contractor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time.

### **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**

A. This Agreement is expressly subject to, and shall become effective upon, the execution of all signatories of the City and, if required, the approval of Denver City Council. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

B. Electronic Signatures and Electronic Records. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City and/or Consultant in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

END OF CONTRACT  
SIGNATURE PAGES, APPENDICES, AND EXHIBITS FOLLOW

**Contract Control Number:** PLANE-201952231-01  
**Contractor Name:** ALPINE DISPOSAL, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

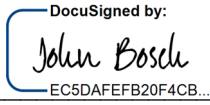
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

PLANE-201952231-01  
ALPINE DISPOSAL, INC.

By:  \_\_\_\_\_

John Bosch  
Name: \_\_\_\_\_  
(please print)  
Regional Vice President  
Title: \_\_\_\_\_  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract Number PLANE \_\_\_\_\_.

#### GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

#### Compliance with Nondiscrimination Requirements

During the performance 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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, 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 will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will 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 to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

## APPENDIX

### Federal Aviation Administration Required Contract Provisions

#### ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

#### FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division



## **APPENDIX**

### **Federal Aviation Administration Required Contract Provisions**

#### **ALL CONTRACTS – NON-AIP FUNDED**

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**EXHIBIT A: SOW**  
**Contract 201952231-00**

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### **Section A: Definitions**

**“Alternatively Fueled Vehicles”** means any vehicle that does not run exclusively on gasoline or diesel power, such as hybrid, electric, or compressed natural gas (CNG) vehicles.

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

**“C&D Waste”** means waste generated through construction and demolition projects.

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

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

**“Compostable materials”** means

- ◆ Restroom paper towels
- ◆ Pre- and post-consumer organics from food concessions
- ◆ Wood
- ◆ Broken wood pallets
- ◆ Tree trimming
- ◆ Untreated lumber
- ◆ Untreated plywood
- ◆ Waxy cardboard

**“Contaminants”** means materials that are not currently listed as designated recyclables or compostables by the City’s program.

**“Landfill Diversion”** means the percentage of the total waste stream diverted from the landfill by either recycling, repurposing, composting, or food donation.

**“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 materials that are unable to be reasonably processed into a usable material.

**“Recyclables”** means all recyclables including but not limited to plastic film, aluminum cans, foil, and pie plates; steel cans including empty aerosol cans; green, brown, and clear glass bottles and jars; plastics #1 through 7; coffee cups; and paper, which includes newspapers with inserts, junk mail, magazines, residential mixed paper, old corrugated cardboard, cartons, and paperboard (also known as chipboard).

## **Exhibit A: 201952231-00**

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

**“Rejected load”** means a load of recyclable materials from the DEN 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.

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

**“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 (DEN). DEN 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 60MM passengers per year. DEN has over 150 current concessions. Current expansion plans have the potential to bring an additional 30 concessions during the term of the contract. DEN contracts for the collection, transport, disposal, and processing of municipal solid waste (MSW). It is DEN’s intent to continue contracting for these services with a vendor that can meet DEN’s goals and objectives.

### **1. DEN Objectives:**

- ◆ By 2025, increase DEN’s landfill diversion to 35% by maximizing recycling and composting efforts. This goal is subject to change over the life of the contract. DEN is looking for Contractor to help meet its goals and objectives
- ◆ Design, implement and support a recycling and compost collection program for business partners throughout the facility;

### **2. DEN Contractor Objectives:**

The following objectives are to be accomplished by the Contractor during the Contract Term:

- ◆ Contractor will provide the maximum customer service and responsiveness to DEN’s unique situation;
- ◆ Collection and transportation of all trash to the Denver Arapahoe Disposal Site (DADS) landfill and other approved processing facilities for recyclables and compost, in a manner that is fully

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compliant with all laws and regulations, City Ordinances, Executive Orders, and DEN Rules and Regulations;

- ◆ Be an innovative and proactive partner in DEN's diversion efforts with shared interest of maximizing operational efficiency and recycling collection and compost collection.
- ◆ Assist DEN in the design of a program to capture the airlines' deplaned waste and recyclables, which may include the design of containers specific to the DEN environment;
- ◆ Find highest and best use for all recyclables and compost that have the highest and best use of those commodities.

**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 that will apply at the Commencement Date.

Recycle and compost quantities are predicted to increase based on the transition to a mandatory landfill diversion program in addition to the valet service proposed in this SOW and other DEN initiatives. All quantities below were provided by the existing contractor. The exact quantity and quality of recyclables cannot be guaranteed by DEN.

**TABLE 1. HISTORICAL SOLID WASTE QUANTITIES**

	<b>2016</b>	<b>2017</b>	<b>2018</b>
<b>Trash Tons</b>	11782.21	11877.92	12518
<b>Recyclables Tons</b>	2104.69	2307.55	2034.65
<b>Compost tons</b>	266.4	298.78	144.01
<b>Glass</b>	0	3	156.82

**Section D: DEN Waste Composition**

In 2019, DEN conducted a comprehensive waste assessment on the waste stream from the Airport Office Building, Terminal, and Concourses. The waste audit revealed an additional 3,600 tons of recyclables that could potentially be captured from the landfilled waste stream along with 4,300 tons of compostable organics.

**TABLE 2. WASTE COMPOSITION STUDY RESULTS (2019)**

<b>Product</b>	<b>Total (%)</b>
<b>Glass</b>	<b>2.4</b>
<b>Plastics</b>	<b>7.5</b>
<b>Cardboard</b>	<b>6.7</b>

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<b>Paper</b>	<b>2.9</b>
<b>Organics</b>	<b>34</b>
<b>Trash</b>	<b>37</b>

**SECTION E: OVERVIEW OF SERVICES****1.0 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 DEN, as well as occasional special event collections and clean ups. See Exhibit A Attachment IV. This contract also includes the provision, maintenance, repair, and replacement of all front-end loaders, roll-offs, and compactor units.

**2.0 Materials Managed**

This contract covers the management of trash, source-separated and single-stream recyclables, compost, 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);
  - ◆ Single stream recyclables;
  - ◆ Source-separated glass; and
  - ◆ Materials excluded from the contract include construction and demolition waste, universal waste (e.g., bulbs, batteries, electronics), used oil, tires, glycol, hazardous waste, antifreeze, restaurant grease/fry oil, and scrap metal.

**3.0 Equipment Used**

- ◆ Equipment supplied by DEN consists of 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 compost. (See Exhibit A Attachment III Equipment List). Contractor will work with DEN to determine the best container type, container placement, and container service schedule.
- ◆ DEN and Contractor will coordinate any changes to current infrastructure and equipment in such a way that no disruption in service occurs.
- ◆ Upon start of Contract Term, compactors will be less than 7 years old.

**4.0 Containers**

Contractor will be responsible for supplying and maintaining all containers. Exhibit A Attachment III provides a list of all current containers in use and serviced under the contract. This includes

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location, size, type, collection schedule, and any space or operational restrictions related to DEN operations. The Equipment List also lists those containers stored for use as backup containers. The Equipment List does not include business partner containers, or those managed under separate contracts (e.g., scrap metal, grease, used oil). Exhibit A Attachment III will be adjusted to reflect the new equipment decided upon by DEN and contractor.

Currently DEN utilizes 65 sixty-five-gallon totes supplied by its current waste hauling contractor, (serviced and cleaned twice per week) to capture compost.

The expansion of Concourses A, B, and C will take place over the tenure of this contract. An additional 12 compactors (6 for trash, 6 for recycling) will be required along with additional totes for composting.

Due to space limitations on the concourses, the contractor must work with DEN in ***designing and constructing*** special containers to fit into the available spaces on the concourses.

### **5.0 Training**

Contractor will be responsible for ensuring that DEN staff are trained on compactor operations, including how to safely troubleshoot minor compactor issues. This training should be conducted annually or more frequently as needed.

## **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.

### **1.0 Regular Trash Collection and Transport Requirements**

- ◆ Trash containers shall be collected according to the schedule designated by DEN in the Exhibit A Attachment III.
- ◆ DEN 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.
- ◆ DEN shall have the ability to increase services based on construction and expansion projects and temporary placements.
- ◆ For those containers designated for on-call collection, the Contractor shall respond to DEN's oral or written (including electronic mail) request for collection in the next 11 pm to 6 am time frame or other DEN-requested times.
- ◆ The Contractor must receive prior written approval from DEN to modify any collection routines.

### **2.0 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.

## **Exhibit A: 201952231-00**

- ◆ 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.

### **3.0 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 DEN 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 DEN 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 possible.
- ◆ Contractor shall make arrangements with DADS operator and acquire after-hours access.

### **4.0 Invoicing**

Monthly invoices (Exhibit C to the Contract, Sample Invoice) shall contain the following information:

- ◆ Listing (PDF and Excel) of all recycling hauls including:
  - 1) Date of haul
  - 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) Cost and Tonnage of each pickup summarize under their respective Cost Centers.
  - 13) Landfill diversion rate given for 1) entire airport, 2) each concourse, and 3) terminal.
- ◆ PDF and Excel electronic spreadsheets of all landfill hauling costs and weights
- ◆ PDF and Excel electronic spreadsheets of disposal date, weights, and costs per haul at DADS
- ◆ PDF and Excel electronic spreadsheets of the front-end loader costs
- ◆ Invoice changes and format might be required by DEN throughout the life of this contract. These changes will be implemented by Contractor at no cost to DEN.

Contractor will provide a narrative accompanying each monthly invoice addressing the end use of each recycled commodity.

## **SECTION G: RECYCLABLES AND COMPOST 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



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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 DEN.

- ◆ DEN reserves the right to change the collection status of a material collected in a single-stream system to a source-separated system using single stream recycling rates, should management, processing, or revenue opportunities warrant such a change.
- ◆ If DEN wants to recycle a certain commodity and the contractor cannot take it or the cost is too prohibitive, then DEN reserves the right to find another contractor who can take that commodity and recycle it in a more cost-effective manner.

**1.0 Contamination**

- ◆ DEN shall be notified about any container with contamination that would cause the Processing Facility to downgrade or reject the recyclables so that DEN may also observe the contamination on site and take any appropriate steps before the container is removed from DEN.
- ◆ If contamination in containers tipped at the Processing Facility is enough to cause the materials to be rejected, DEN 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.
- ◆ Any load contaminated that caused the processing facility to downgrade or reject the recyclables 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.

**2.0 Adding Recyclables and Compostable Materials**

Should DEN add materials to the recyclables (Exhibit A Attachment I) or compostable materials (Exhibit A Attachment II) list, the Contractor shall provide the necessary containers at the locations designated by DEN. If the cost of hauling the new material is not in the price structure of the contract, then the contractor will get first opportunity to do the work by providing a change order/work revision process. DEN 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.

**3.0 Regular Recyclables and Compost Collection and Transport Requirements**

- ◆ Containers with recyclable materials shall be collected according to the schedule designated by DEN in Exhibit A Attachment III.
- ◆ Under the current contract, compost is picked up twice per week from the AOB loading dock and Concourses. DEN 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 DEN's oral request for collection in the next 11 pm to 6 am time frame or other DEN-requested times.

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- ◆ The Contractor must receive prior written (including electronic mail) approval from DEN to modify any collection. Failure to obtain prior approval may result in non-payment for those collections.

### **4.0 Processing and Marketing**

The Contractor shall select a Processing Facility(ies) for all recyclable and compostable materials to ensure the highest possible level of recovery and a legitimate end use for each material that is approved by DEN. DEN 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.
- ◆ Contractor shall not store or warehouse materials in violation of health and safety standards or state accumulation regulations.
- ◆ Contractor will provide end market transparency with full disclosure and on-going reporting.
- ◆ Contractor will submit current downstream markets and elaborate on beneficial uses upon DEN's request.

### **5.0 Glass Recycling**

Notwithstanding what is stated above in this Section, Contractor shall subcontract for the management and recycling of glass at DEN. The terms of the subcontract agreement will call for the following services and activities:

- ◆ Glass will be collected from all bars and restaurants throughout the terminal and all concourses at DEN.
- ◆ Glass will be taken to staging areas designated by DEN.
- ◆ Glass will be removed on a scheduled basis from DEN premises and delivered to a legitimate glass recycling facility.
- ◆ Vehicles used to remove glass from DEN airside premises will be subject to additional insurance requirements (including at least \$9M umbrella liability for unescorted airside access).
- ◆ Personnel operating on DEN premises will be required to obtain appropriate security clearance from the DEN security office, including signatory authorization and badging.
- ◆ Monthly and annual reports of the quantities of glass removed from DEN premises will be provided to DEN within 2 weeks after the end of each calendar month/year.
- ◆ A commencement date will be established between the subcontractor and Contractor which will be communicated to DEN.
- ◆ Contractor will provide a cost estimate for these anticipated services for each calendar year.
- ◆ Contractor will require the Subcontractor to be bound to the terms of the Contract, to agree that its work will 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.

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### SECTION H: PRICING

The pricing structure will include the following services:

- 1) Hauling of trash, recyclables, and compost to the respective landfill, MRF, or compost processing center.

See Exhibit B for GFL's pricing structure.

### SECTION I: GENERAL REQUIREMENTS FOR SERVICES

#### 1.0 Services

The Service Area governed by the Contract shall include all areas described in the Exhibit A Attachment IV. 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 DEN's contract.
- ◆ Changes to the existing Service Area.
- ◆ The addition of new collection locations for existing solid waste materials in the DEN operational areas or Common Use Areas.
- ◆ The addition of new recyclables or compost.

#### 2.0 Work Revisions

- ◆ Changes to the Service Area during the Contract Term which result in a change in the Scope of Work. These changes 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 DEN and the Contractor.

#### 3.0 Measurements

DEN 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 DEN.

- ◆ All weight measurements per haul will be recorded for the following waste streams:
  - Trash (landfill)
  - Recycling
  - Cardboard
  - Single Stream
  - plastic film
  - glass
  - Composting
  - Wood
- ◆ All weight measurements shall be obtained from scales calibrated in accordance with procedures established by applicable state and local authorities. Documentation of scale

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calibration shall be current and complete, and DEN 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 DEN location and date of all waste and recyclable container hauls will be accurately recorded.
- ◆ Front-end loaders will be weighed.
- ◆ Measurements must be supplied electronically via Excel spreadsheet.

### **4.0 Hours of Operation**

The Contractor shall be prepared to provide the Scope of Work services to DEN 365 days of the year, 24 hours per day, including holidays, and regardless of construction, demolition, or other projects that may be occurring on DEN property.

- ◆ Collection of solid waste materials from the concourses shall be conducted between the hours of 11 pm and 6 am unless otherwise scheduled or authorized by DEN.
- ◆ Collection of trash, recyclables, and compost shall generally follow the collection frequencies designated in Equipment Table (Exhibit A Attachment III) unless otherwise scheduled or authorized by DEN. On-call collections shall not be made unless DEN makes an oral or written request for these services. There shall be no cost difference for on-call collections or frequency changes.
- ◆ No collections of DEN solid waste shall occur airside between 6 am and 11 pm without the specific authorization of DEN. Any collection from the AOB loading dock or the Maintenance Center within these hours shall be fully coordinated with DEN to minimize conflict with deliveries, airport operations, and other activities.

### **5.0 Separation of Materials**

The Contractor shall always conduct operations 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.
- ◆ DEN 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.

### **6.0 Cleaning and Maintenance of Containers, Compactors 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 DEN. A schedule of all cleaning and preventative maintenance activities shall be a Pre-commencement Date Requirement and shall be updated periodically at DEN's request for DEN's review.

- ◆ Contractor shall inspect compactors after each pickup/replacement to ensure that they are fully functional and chutes are clear.
- ◆ Contractor shall have on-call maintenance staff available to address any maintenance issues within two hours.
- ◆ Compactor preventative maintenance shall be performed a minimum of twice per year.

**Exhibit A: 201952231-00**

- ◆ All container cleaning and equipment maintenance shall be the sole responsibility of the Contactor and provided at no cost to DEN.
- ◆ All vehicle and container cleaning and maintenance shall occur off DEN property and outside the backup container staging area, except for cleaning spills, leaks, and debris accumulated on or adjacent to DEN property, and limited container maintenance that may occur in the staging area.
- ◆ All on-site cleaning of compactor rooms shall be limited to the hours between 11 pm and 6 am, except for spills, leaks, or debris, where cleaning shall be completed within two hours of discovery.
- ◆ Containers shall be thoroughly cleaned and sanitized periodically or as requested by DEN 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 DEN).
- ◆ 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 schedule agreed between Contractor and DEN and replaced with clean containers.
- ◆ Any request by DEN 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 at least once per month or as needed, in the reasonable opinion of DEN, 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.

**7.0 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 DEN shall comply with DEN's Rule and Regulation 130 "Operating Vehicles in the Secured Area" requirements, which can be found at <http://www.flydenver.com>

**8.0 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 compost. At a minimum, these containers shall generally be consistent with those listed in Exhibit A Attachment III. 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.

## **Exhibit A: 201952231-00**

- ◆ Containers shall always be neat and clean, 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.

### **9.0 Container Specifications**

- ◆ All containers shall be one solid color.
- ◆ Recycling containers shall be painted cerulean blue and trash containers shall be painted medium gray. Brown containers shall be associated with compost only.
- ◆ All containers must have lids. Roll-off containers must be of gable top design with sliding doors unless specifically requested by DEN personnel.
- ◆ Contractor may implement company branding on their containers.
- ◆ All recycling containers shall have a universal recycling logo on each side, no less than 12 inches high.
- ◆ All lettering shall be legible (e.g., white, white with black outline).
- ◆ All recycling containers shall have "RECYCLING ONLY" with 8-inch font printed on all sides.
- ◆ All recycling containers shall have "BREAK DOWN BOXES" with 8-inch font printed on all sides.
- ◆ All landfill waste containers shall have "LANDFILL WASTE" in 8-inch font printed on all sides.
- ◆ All landfill waste containers shall have "NO C&D WASTE" in 8-inch font printed on all sides.
- ◆ 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 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 DEN-owned disconnect boxes to any compactor units and shall follow all electrical codes and other pertinent regulations.

### **10. Container Management**

- ◆ Spare containers shall be available. See Exhibit A Attachment III for a list of spare containers.
- ◆ 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 DEN so DEN may prepare the container for safe hauling.
- ◆ Contractor must receive prior oral or written (email acceptable) approval from DEN to modify any container type or location.
- ◆ Contractor will submit a maintenance plan to address the requirements of this SOW as a Pre-commencement Date Requirement (see below, section 14).

## **Exhibit A: 201952231-00**

### **11. Personnel Requirements**

- ◆ All drivers must be experienced and familiar with DEN's "Operating of Vehicles in the Secured Area" requirements (Rule and Regulation 130), which can be found at [www.flydenver.com](http://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 DEN.
- ◆ All personnel shall be in a company uniform that is always identifiable and bears the Contractor's name. Personnel shall wear a Class 2 yellow safety vest whenever they are on DEN property.

### **12. Customer Service Requirements**

Given the critical nature of air transport activities at DEN, committed customer service as well as timely and appropriate responses to requests for service are of the utmost importance to DEN.

- ◆ Contractor response to DEN 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 6 am shift unless otherwise authorized by DEN.
- ◆ All containers shall be replaced within one hour.
- ◆ All spills, leaks, and debris or other corrective actions shall be addressed to DEN's satisfaction within two hours of the spill or leak being discovered.
- ◆ DEN maintains the right to observe and inspect any Contractor operations related to DEN-related services that occur on or off DEN property, at any time without prior notice.
- ◆ Some critical services are subject to liquidated.

### **13. Communication Requirements**

- ◆ The Contractor's drivers shall be accessible daily by phone or in person.
- ◆ Communication of any occurrence or condition that requires corrective action shall be reported to DEN personnel.
- ◆ The Contractor shall notify DEN 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 DEN of any action that requires the implementation of a contingency plan.

### **14. Pre-commencement Date Requirements**

Contractor shall submit all Pre-commencement Date Requirements such that DEN'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 DEN

## **Exhibit A: 201952231-00**

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

- ◆ Two comprehensive waste and recyclables audits shall be conducted during the contract period as requested by DEN at no cost. Comprehensive is defined as airport-wide with representative samples from all collection locations during multiple sampling days (roughly 1 week in length).
- ◆ Contractor shall provide a unit price for auditing one compactor or one roll off.
- ◆ Contractor shall propose a written auditing methodology (including sampling, sample size, and materials to be sorted). DEN shall be notified before, and may observe, all audits.
- ◆ 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 the weight of organics and donatable food and shall calculate the weights of each recyclable material based on the composition results for that period.



**Exhibit A: 201952231-00****EXHIBIT A Attachment I: CURRENT RECYCLABLES TABLE**

<b>MATERIALS</b>	<b>CATEGORIES AND DESCRIPTION</b>
<b>GLASS</b>	
Glass Food & Beverage Containers	All colors of food and beverage containers
<b>PLASTICS</b>	
Plastics	Plastics with recycle triangle #1 through #7
Plastic Film	LLDPE plastic film wrap
<b>METAL</b>	
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
<b>PAPER</b>	
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
Coffee cups	
Magazines	All magazines
All other paper	Paper milk/juice cartons, tetra packs, fast food packaging, & photographs

## **Exhibit A: 201952231-00**

### **EXHIBIT A Attachment II: CURRENT ACCEPTABLE COMPOST**

- ◆ 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

## EXHIBIT A, ATTACHMENT III EQUIPMENT LIST

Location	Stream Type	Equipment Type	Service Quantity	Weekly Service Frequency	Service Days
AOB loading dock Compost	Compost	68 gal toter	22	2	M/Th
AOB loading dock Trash	Trash	34 yd SC compactor	1	6	M/T/W/Th/F/Sat
AOB loading dock Altogether Recycling®	Recycle	34 yd SC compactor	1	4	M/T/Th/Sat
Gate A-61 Trash	Trash	25 yd gable top	1	1	Th
Gate A-34 Trash	Trash	27 yd SC compactor	1	3	M/W/F
Gate A-41 Trash	Trash	27 yd SC compactor	1	4	M/T/Th/Sat
Gate A-46 Trash	Trash	27 yd SC compactor	1	2	M/Th
Gate A-38 Altogether Recycling®	Recycle	27 yd SC compactor	1	3	M/W/F
Gate A-46 ramp Altogether Recycling®	Recycle	8 yd FEL	1	3	M/W/F
Gate A-32 ramp Altogether Recycling®	Recycle	8 yd FEL	1	3	M/W/F
Gate A-39 ramp compost	Compost	68 gal toter	16	2	M/Th
Gate A-77 Trash	Trash	8yd FEL	1	3	M/W/F
Gate A-61 Altogether Recycling®	Recycle	25 yd gable top	1	1	W
Gate B-26 North RO	Trash	25 yd gable top	1	3	T/Th/Sat
Gate B-26 South RO	Trash	25 yd gable top	1	3	M/W/F
Gate B-24 Trash	Trash	27 yd SC compactor	1	1	T
Gate B-30 Trash	Trash	27 yd SC compactor	1	1	W
Gate B-36 Altogether Recycling® #1	Recycle	27 yd SC compactor	1	3	T/Th/Sat
Gate B-39 Trash	Trash	27 yd SC compactor	1	4	M/W/F/Sat
Gate B-44 Trash	Trash	27 yd SC compactor	1	1	T
Gate B-52 Trash	Trash	27 yd SC compactor	1	2	T/F
Gate B-81 Trash	Trash	27 yd SC compactor	1	2	T/F
Gate B-24 Altogether Recycling®	Recycle	34 yd SC compactor	1	0.5	W
Gate B-36 Altogether Recycling® #2	Recycle	30 yd SC compactor	1	1	T
Gate B-39 Altogether Recycling®	Recycle	27 yd SC compactor	1	2	M/Th
Gate B-52 Altogether Recycling®	Recycle	34 yd SC compactor	1	0	On Call
Gate B-36 ramp compost	Compost	68 gal toter	10	2	M/Th
Gate B-39 ramp compost	Compost	68 gal toter	11	2	M/Th
Gate B-44 ramp compost†	Compost	68 gal toter	4	1	M
Gate B-84 ramp Trash	Trash	8 yd FEL	1	3	M/W/F
Gate B-24 ramp Compost	Compost	68 gal toter	3	2	M/Th
Gate B-32 ramp Compost	Compost	68 gal toter	6	2	M/Th
Gate B-93 Trash	Trash	8yd FEL	1	3	M/W/F
Gate C-32 Trash	Trash	27 yd SC compactor	1	2	M/Th
Gate C-38 Trash	Trash	27 yd SC compactor	1	3	T/Th/Sat
Gate C-46 Trash	Trash	27 yd SC compactor	1	2	T/F
Gate C-41 Altogether Recycling®	Recycle	27 yd SC compactor	1	2	M/Th
Gate C-38 Altogether Recycling®	Recycle	25 yd gable-top	1	3	M/W/F
Gate C-39 ramp Altogether Recycling®	Recycle	8 yd FEL	1	3	M/W/F
Gate C-41 ramp compost	Compost	68 gal toter	15	2	M/Th
Gate C-46 ramp compost	Compost	68 gal toter	3	2	M/Th
Southwest Airlines west	Trash	34 yd SC Compactor	1	3	M/W/F
Southwest Airlines east	Trash	34 yd SC Compactor	1	3	T/Th/Sat
Southwest Airlines Altogether Recycling®	Recycle	27 yd SC compactor	1	3	M/W/F
Gate C-31 Altogether Recycling®	Recycle	25 yd gable-top	1	5	M/T/W/Th/F/Sat
Gate C-31 Compost	Compost	68 gal toter	8	2	M/Th
Gate C-48 Altogether Recycling®	Recycle	25 yd gable-top	1	2	T/F
Airside Employee Security Turnstile Trash	Trash	8 yd FEL	1	2	T/F

Airside Employee Security Turnstile Altogether Recycling	Recycle	8 yd FEL	1	3	M/W/F
ARFF #1 (airside) Trash	Trash	8 yd FEL	1	1	W
ARFF #1 (Airside) Altogether Recycling®	Recycle	8 yd FEL	1	1	Th
ARFF #1 (Airside) Compost	Compost	68 gal toter	2	2	M/Th
ARFF #2 (airside) Trash	Trash	6 yd FEL	1	1	W
ARFF #3 (airside) Trash	Trash	8 yd FEL	1	1	W
ARFF #3 (Airside) Altogether Recycling®	Recycle	8 yd FEL	1	1	W
ARFF #4 (airside) Trash	Trash	8 yd FEL	1	1	W
Airside Equipment Maintenance Ctr Trash	Trash	30 yd RO	1	2	W/F
Airside Equipment Maintenance Ctr Trash	Trash	30 yd RO	1	3	M/W/F
Airside Equipment Maintenance Ctr Trash	Trash	20 yd RO	1	1	F
Airside Equipment Maintenance Ctr Trash	Trash	8 yd FEL	1	3	MWF
Airside Equipment Maintenance Ctr Altogether Recycling	Recycle	8 yd FEL	2	2	W/F
Landside Equipment Maintenance Ctr Altogether Recycling	Recycle	30 yd RO	1	1	W
Joint Use Air Cargo (airside) Altogether Recycling	Recycle	8 yd FEL	1	2	W/F
Joint Use Air Cargo (landside) Trash	Trash	8 yd FEL	1	3	M/W/F
Joint Use Air Cargo Bale Pickup Service	Recycle	Plastic film bales	1	0	On Call
USDA Office Trash	Trash	6 yd FEL	1	1	W
Ground Transportation Center Trash	Trash	6 yd FEL	4	2	T/F
Ground Transportation Center Trash	Trash	3yd FEL	3	2	T/F
Ground Transportation Center Recycling	Recycle	3yd FEL	3	2	W/F
AGTS Bombardier Train Maintenance Trash	Trash	8 yd FEL	1	1	W
AGTS Bombardier Train Maintenance Trash	Trash	30yd	1	0	On Call
ARFF Training Center Trash	Trash	4 yd FEL	1	1	W
Electrical Department Trash	Trash	4 yd FEL	1	1	W
Construction Support/Engineering Trash	Trash	6 yd FEL	1	1	W
Construction Support/Engineering Altogether Recycling	Recycle	8 yd FEL	1	1	W
WorldPort Trash	Trash	6 yd FEL	1	1	W
WorldPort Altogether Recycling®	Recycler	8 yd FEL	1	1	W
Facility Maintenance Carpenter Shop Trash	Trash	8 yd FEL	1	1	W
Facility Maintenance Carpenter Shop Altogether Recycling	Recycle	8 yd FEL	1	1	W
Whiskey Charlie Electrical Vault Trash	Trash	8 yd FEL	1	0.25	W
East Electrical Vault Trash	Trash	8 yd FEL	1	0.25	W
South Data Center Trash	Trash	2 yd FEL	1	0	On Call
South Data Center Altogether Recycling®	Recycle	2 yd FEL	1	0	On Call
HSS Security Trailer Trash	Trash	2 yd FEL	1	1	W
21998 E 88th Gate #2 (concrete ramp) Trash	Trash	20 yd RO	1	0.25	T
21998 E 88th Sand shed Trash	Trash	30 yd RO	1	1	T
Incinerator Manifested Trash	Trash	2 yd FEL	3	0	On Call
Police/TSA K-9 Kennel Trash	Trash	3 yd FEL	1	1	W
East Economy Parking Lot Trash	Trash	20 yd RO	1	1	Th
East Economy Parking Lot Altogether Recycling	Recycle	8 yd FEL	2	2	W/F
West Economy Parking Lot Trash	Trash	20 yd RO	1	1	Th
Joint Use Air Cargo Wood Recycling	Compost	40 yd RO	1	1	T
Oil and Gas	Trash	4 yd FEL	1	0	On Call
SMGCS - Southwest	Trash	8 yd FEL	3	0	On Call
Firehouse #35 Trash	Trash	8 yd FEL	1	1	W
Firehouse #35 Altogether Recycling®	Recycle	8 yd FEL	1	1	W
Joint Use Air Cargo north end Trash	Trash	8 yd FEL	1	2	W/F
Joint Use Air Cargo north end Altogether Recycling	Recycle	8 yd FEL	1	2	W/F
Graphics Shop Trash	Trash	3 yd FEL	1	1	T
Uber Parking Lot Trash	Trash	3yd FEL	2	2	T/F

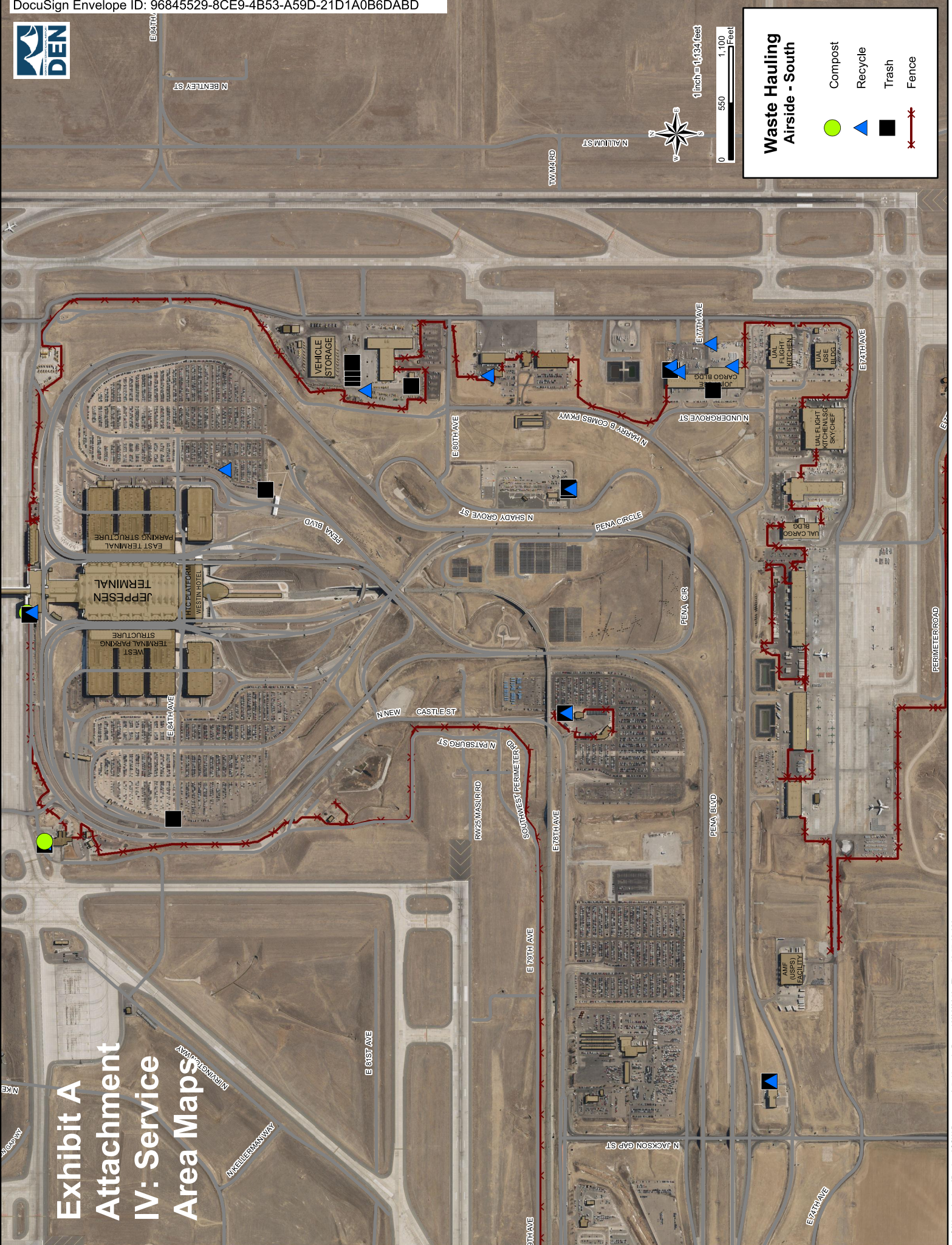
Uber Parking Lot Altogether Recycling®	Recycle	3yd FEL	2	2	W/F
Uber Parking Lot Altogether Recycling®	Recycle	8yd FEL	1	2	W/F
Uber Parking Lot Trash	Trash	8yd FEL	1	2	T/F

### EXHIBIT A, Attachment III: Staging Yard Inventory

Qty	Type
5	27yd SC
1	30yd gable top
2	30yd recycle gable top
1	40yd open top
1	34yd SC Trash (AOB Switch)
1	34yd SC Trash (SW Switch)



# Exhibit A Attachment IV: Service Area Maps



**Waste Hauling  
Airside - South**

- Compost
- Recycle
- Trash
- Fence





1 inch = 1,500 feet  
0 750 1,500 Feet

### Waste Hauling Airside - North

- Compost
- ▲ Recycle
- Trash
- ✕ Fence





**Waste Hauling  
Airsides - East**

- Compost
- ▲ Recycle
- Trash
- Fence

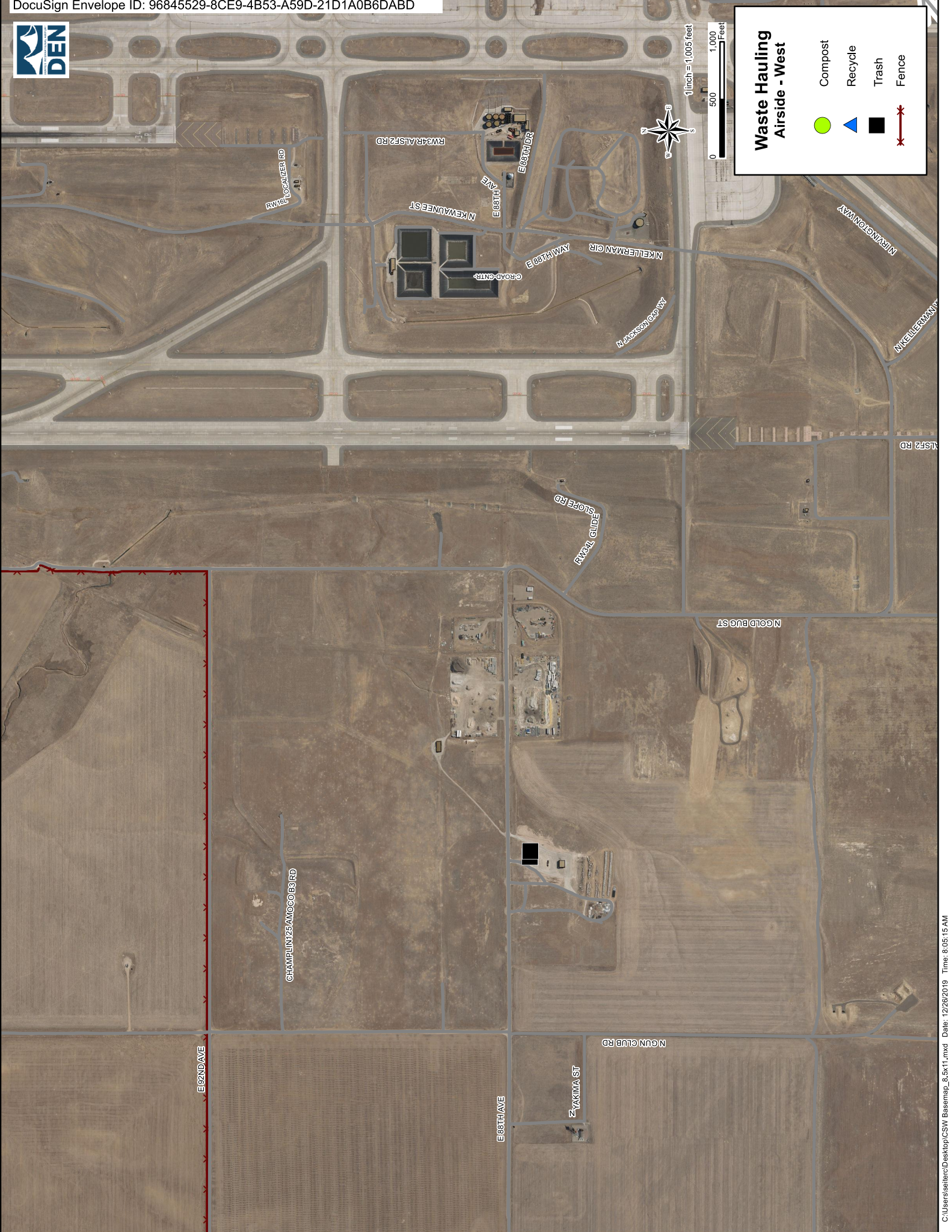


1/Inch = 1,005 feet



### Waste Hauling Airside - West

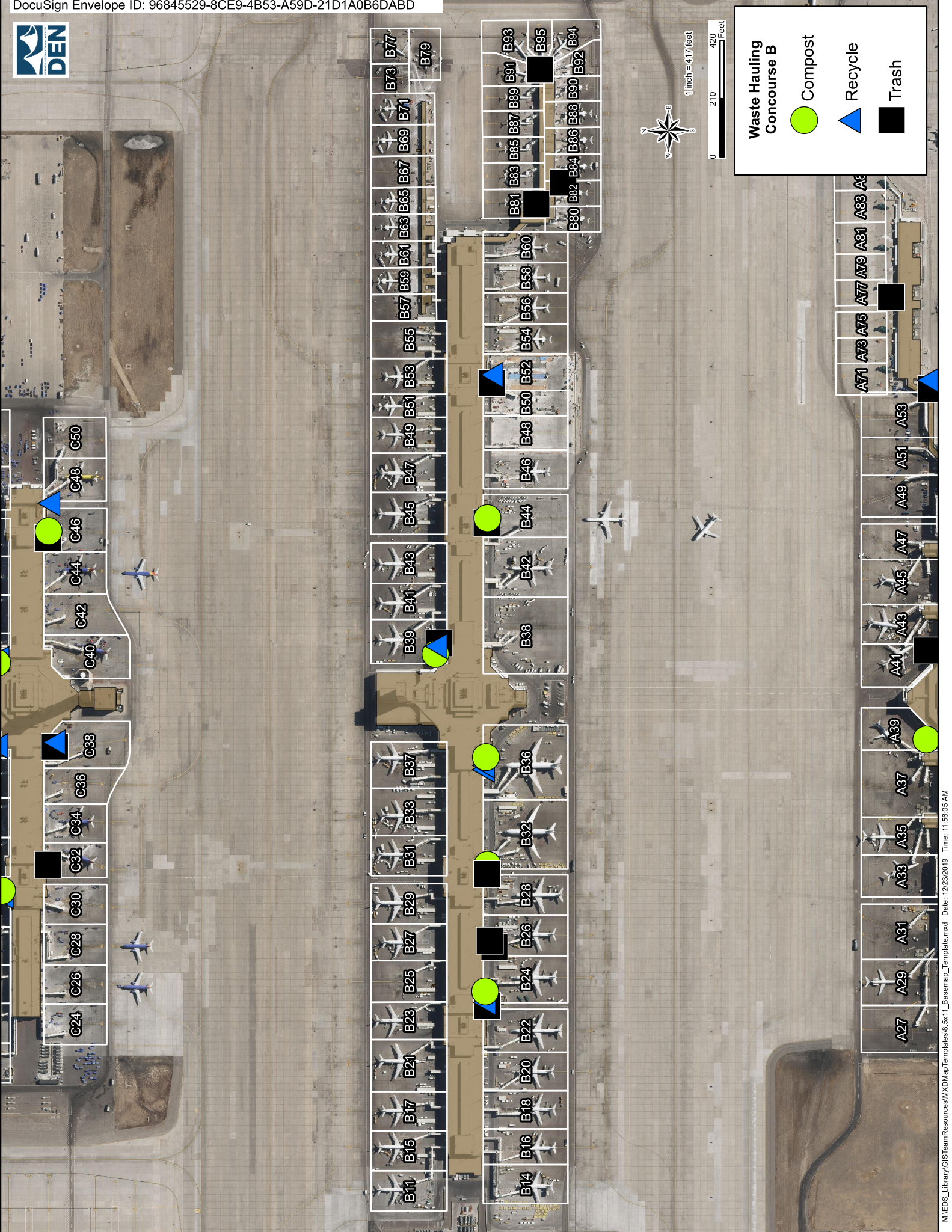
- Compost ●
- Recycle ▲
- Trash ■
- Fence ✂





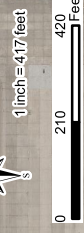
**Waste Hauling  
AOB & Concourse A**

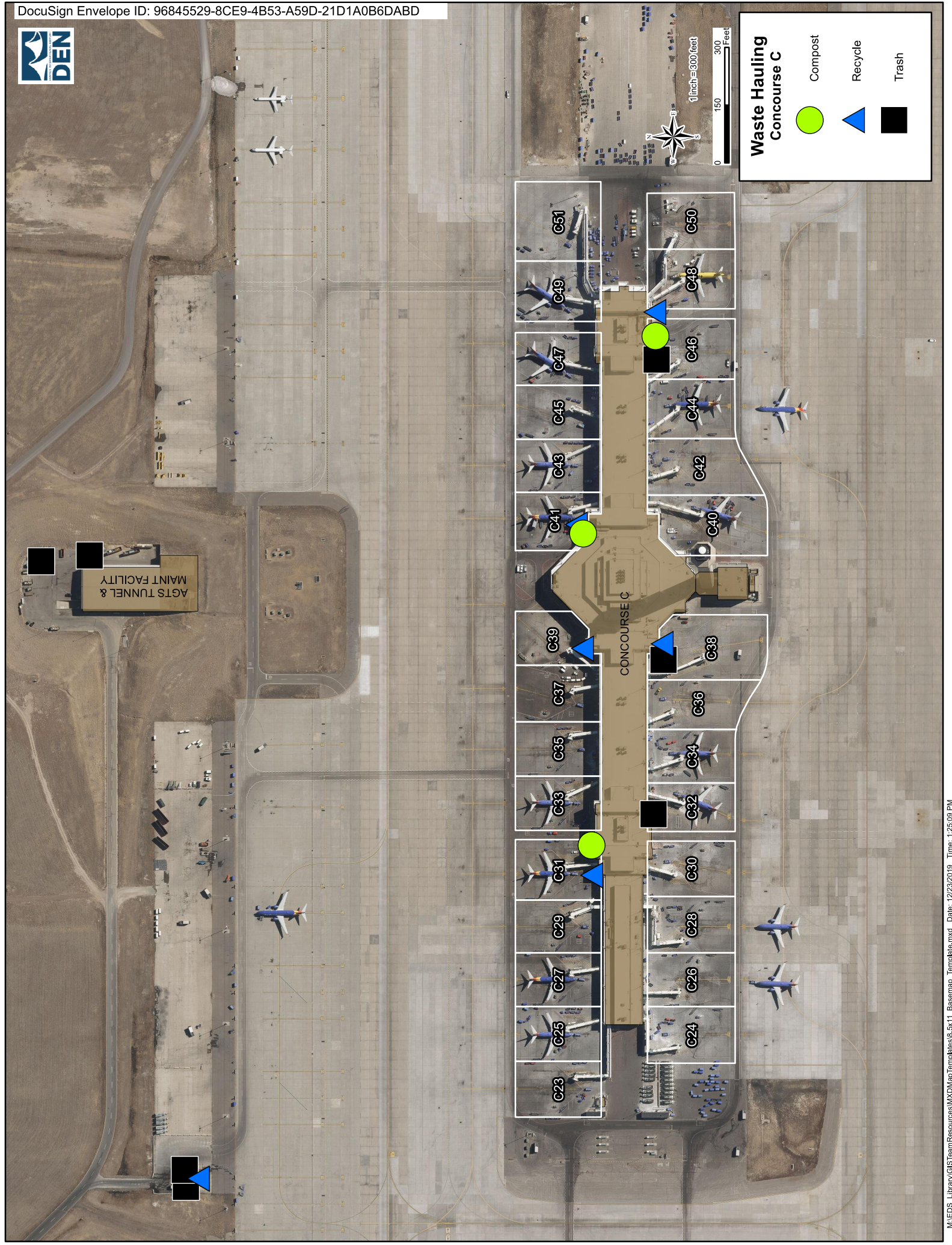
- Compost
- ▲ Recycle
- Trash



**Waste Hauling  
Concourse B**

- Compost
- ▲ Recycle
- Trash





**Waste Hauling  
Concourse C**

- Compost
- ▲ Recycle
- Trash

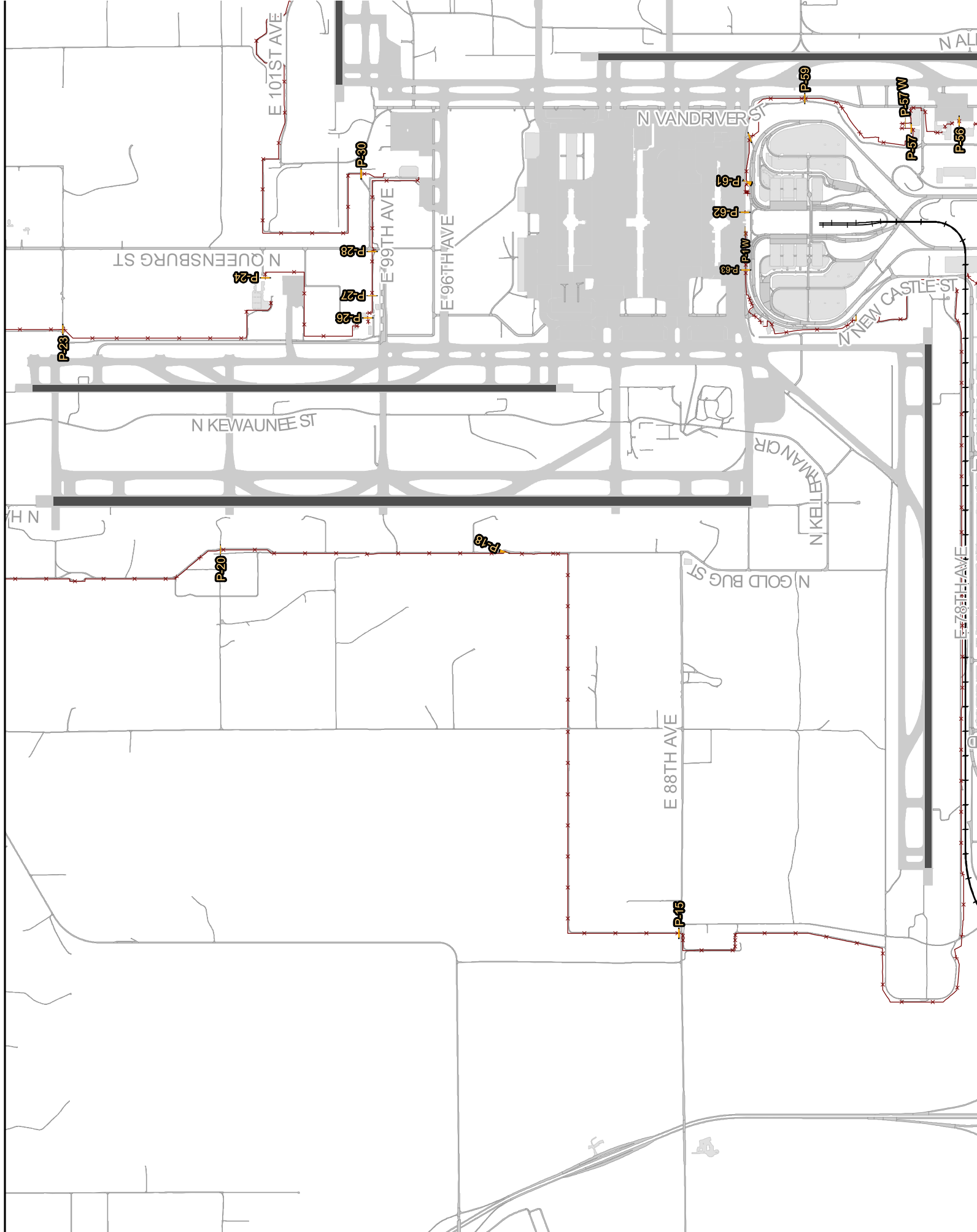
AGTS TUNNEL &  
MAINT FACILITY

CONCOURSE C



### Waste Hauling Landside - South

- Compost
- ▲ Recycle
- Trash
- ✕ Fence



## Exhibit B: Rates

### LANDFILL

Container Type	Per Unit Cost per Pickup
FEL Container Non-Ramp Location <sup>1</sup>	\$16
FEL Containers Air Ramp Location <sup>1</sup>	\$34
Open/Gable Roll-Off Inside Airfield <sup>2</sup>	\$198
Open/Gable Roll-Off Outside Airfield <sup>2</sup>	\$188
Roll-Off Compactor	\$227

### COMPOST<sup>2</sup>

Container Type	Per Unit Cost per Pickup
FEL Container Non-Ramp Location <sup>1, 3</sup>	\$36
FEL Containers Air Ramp Location <sup>1, 3</sup>	\$57
Open- or Gable-Top Roll-Off <sup>3</sup>	\$394
Roll-Off Compactor	\$480
65-Gallon Toter	\$13
Wood-only Recycling Roll-Off	\$262

### Notes

- <sup>1</sup> An Air Ramp location is any location immediately adjacent to aircraft, where the container may not be emptied safely in situ and must be relocated off-site to be emptied, or the foreign flight waste Incinerator location.
- <sup>2</sup> "Inside Airfield" means inside the secured area and "Outside Airfield" means outside the secured area.
- <sup>3</sup> Due to the density of the waste, the maximum size for a FEL compost container is 3 cubic yards and, in order to prevent leaking and nuisance conditions, we specify a specially-lined container with a sealed lid similar to that used in our non-compactor grocery store compost applications. Although the RFP requests pricing for open- or gable-top roll-off service, for DEN, we strongly recommend the use of special FEL containers, toters, or compactors for compost in lieu of regular non-compaction roll-off containers for the reasons stated above.



**RECYCLING AND REBATES**

<b>Container Type</b>	<b>Per Unit Cost per Pickup</b>	<b>Recycling Processing Cost*</b>
FEL Container Non-Ramp Location	\$16	\$80 per ton
FEL Containers Air Ramp Location	\$34	\$80 per ton
Open- or Gable-Top Roll-Off	\$198	\$80 per ton
Roll-Off Compactor	\$227	\$80 per ton
Glass Roll-Off to Momentum <sup>3</sup>	\$256	(\$25) per ton rebate to DEN

\*Total cost of pickup is the Unit Cost per Pickup plus the Per-Ton Recycling Processing Charge, a transparent charge per ton to cover our cost of processing the mixed recycling stream at our MRF, minus the monthly market value of the material per ton (the "MMV")<sup>4</sup>.

The following are two examples of likely recycling scenarios at DEN. While the Per-Ton Recycling Processing Charge remains stable, DEN will receive a rebate for the value of its mixed recyclable material whenever the MMV per ton exceeds the \$80 per ton processing charge. Although market prices for recycled commodities are currently hovering around historical lows, the average value of the mixed recyclable stream over the 12 years we have operated our Denver MRF is \$90 per ton. In average commodity markets, DEN would receive a rebate for mixed recycling.

Illustrative example of total pickup cost for a recycling compactor with average 2.22-ton contents and April 2020 MMVs of \$52.55, the current value, and the historical average of \$90.00, respectively:

<b><u>Item</u></b>	<b><u>Tons</u></b>	<b><u>MMV = \$52.55</u></b>	<b><u>MMV = \$90.00</u></b>
Compactor pickup cost		\$225.00	\$225.00
Plus: Per-Ton Recycling processing cost	2.22	+\$177.60	+\$177.60
Less: Floating Monthly Market Value ("MMV")	2.22	<u>-\$116.66</u>	<u>-\$199.80</u>
Total cost of pickup		\$285.94	\$202.80

Illustrative example of total pickup cost for an 8-yd FEL container located at a concourse ramp location with average 0.12-ton contents and MMVs of \$33.22 and \$90.00, respectively:

<b><u>Item</u></b>	<b><u>Tons</u></b>	<b><u>MMV = \$52.55</u></b>	<b><u>MMV = \$90.00</u></b>
FEL container air ramp location pickup cost		\$ 34.00	\$ 34.00
Plus: Per-Ton Recycling processing charge	0.12	+\$ 9.60	+\$ 9.60
Less: Floating Monthly Market Value ("MMV")	0.12	<u>-\$ 6.31</u>	<u>-\$ 10.80</u>
Total cost of pickup		\$ 37.29	\$ 32.80

**Notes**

<sup>3</sup> As noted in Sections 2.B. and 7.E.4. of our narrative above, we will transport all the source separated glass collected by a future recycling valet service to Momentum Recycling's beneficiation facility for processing and pay DEN a rebate.

<sup>4</sup> Based on the stream composition reported in the May 2019 RRS waste audit. **Please see table on following page for the calculation of the MMV for April 2020.** The MMV will be recalculated monthly based on publicly-available commodity value indices used by Denver Recycles.

**CALCULATION OF MMV FOR APRIL 2020**

The market value of the commodities comprising the mixed recycling stream we collect in Altogether Recycling® fluctuates monthly based on worldwide supply and demand. The following is a calculation of the value of the DEN-specific mix for April 2020 based on the stream composition as reported by the consultancy RRS in its May 2019 audit of DEN's waste streams and the value of each component as reported by *Pulp and Paper Weekly* and *RecyclingMarkets.net*, which the Denver Recycles division of the City and County of Denver Department of Public Works specified as its required data sources for computing the agreed-upon value of its processed recyclables.

<b>Material</b>	<b>Market Value / Ton*</b>	<b>% of DEN Stream</b>	<b>Value Contribution</b>
Glass <sup>†</sup>	\$ (25.00)	1.0%	\$ (0.25)
Aluminum	\$ 870.00	0.6%	\$ 5.22
Tin	\$ 115.00	0.5%	\$ 0.58
PET	\$ 210.00	10.5%	\$ 22.05
HDPE Natural	\$ 790.00	0.1%	\$ 0.79
HDPE Colored	\$ 102.60	0.0%	\$ 0.00
3-7 Plastic	\$ (25.00)	1.2%	\$ (0.30)
Bulky Rigid Plastics	\$ 70.00	1.0%	\$ 0.70
OCC	\$ 80.00	40.2%	\$ 32.16
Mixed Paper	\$ 0.00	6.9%	\$ 0.00
Cartons/Aseptic	\$ 20.00	0.0%	\$ 0.00
Chip/Paperboard	\$ 80.00	1.1%	\$ 0.88
Residue	\$ (25.00)	37.1%	\$ (9.28)
<b>Monthly Market Value ("MMV")</b>			<b>\$52.55</b>

\*Values for fiber commodities are from *Pulp and Paper Weekly*, April 2020, Southwest region. Values for plastics and metals are from *RecyclingMarkets.net*, April 2020 1st edition, Regional Average Midwest. Values for glass and residue are GFL costs for these materials

<sup>†</sup>This is glass collected in mixed recycling from recycling bins and does not include source-separated glass collected elsewhere

**SPECIAL EVENT**

<b>Container Type</b>	<b>Per Unit Cost per Pickup</b>
FEL Container Non-Ramp Location <sup>1</sup>	\$29
FEL Containers Air Ramp Location <sup>1</sup>	\$45
Open- or Gable-Top Roll-Off	\$240

**OTHER SERVICES, INCLUDING COMPACTOR ROOM CLEANING**

- **Common Area Maintenance options, performed by CAM Services and passed-through at cost:**
  - Monthly unit price per room to clean existing 15 compactor rooms monthly: **\$200**
  - Monthly unit price per room to clean additional compactor room monthly: **\$200, plus \$200 trip charge for every third additional compactor room added**
- Pursuant RFP Section K: Cost for complete off-site **audit of single container/compactor: \$450**
- Price to collect film bales: **No charge for 3 or more bales in a single pickup, otherwise \$100 per on-call pickup**

## **ANNUAL PRICE ADJUSTMENT**

For each of the services discussed in this Appendix 6, we are reasonably requesting an annual price adjustment equal to the year-over-year change in the Denver prevailing hourly wage rate for truck drivers (SUCO2001-006) applicable to our services under this contract (the “Prevailing Wage”) promulgated in the City and County of Denver Prevailing Wage Schedules (the “PW Schedules”).

Price adjustments would occur on the anniversary date of the commencement date of services under this contract (the “Anniversary Date”) and would be based on the percentage change in the Prevailing Wage published in the PW Schedules in effect on the immediately prior Anniversary Date and the corresponding Prevailing Wage published in the PW Schedules in effect on the Anniversary Date for which the change is being measured.

The initial baseline for measuring the year-over-year change will be the Prevailing Wage listed in the RFP for this contract and promulgated in the “PW Schedules” on February 3, 2020.

## **SUPPLEMENTAL SUMMARY OF RECOMMENDED GFL COLLECTION SERVICES AND PRICING**

On the following **pages 6 through 8 of this Appendix 6** are detailed tables showing our recommended waste collection services and service levels by location for trash, recycling, and compost, which all reflect pre-covid-19 service levels in order to give the most representative view of monthly costs in a normal operating environment. Included in each table are the estimated monthly costs of service and recycling rebates, based on the current market recycled commodity values, and the estimated weight of material expected to be collected from each service location based on recent trends. Any increase in the market price of recyclable commodities will increase cost savings further, as this value is returned to DEN through our transparent recycling pricing and rebate structure.

## Trash Collection

Trash Service Location	Container Type	Service Quantity	Proposed Service Freq/Wk	Est. Tons	Cost/ Pickup	Estimated Monthly Service Cost	Estimated Monthly Recycling Processing	Estimated Monthly Recycling Rebate	Estimated Total Cost per Month
South Data Center Trash	2 yd FEL	1	On Call*	0.1	\$ 16.00	\$ 16.00	n/a	n/a	\$ 16.00
HSS Security Trailer Trash	2 yd FEL	1	1	0.1	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Incinerator Manifested Trash	2 yd FEL	3	On Call*	0.1	\$ 34.00	\$ 102.00	n/a	n/a	\$ 102.00
21998 E 88th Gate #2 (concrete ramp) Trash	20 yd RO	1	1	0.4	\$ 188.00	\$ 814.04	n/a	n/a	\$ 814.04
East Economy Parking Lot Trash	20 yd RO	1	1	4.3	\$ 188.00	\$ 814.04	n/a	n/a	\$ 814.04
West Economy Parking Lot Trash	20 yd RO	1	1	5.3	\$ 188.00	\$ 814.04	n/a	n/a	\$ 814.04
Gate A-61 Trash	25 yd gable	1	1	7.8	\$ 198.00	\$ 857.34	n/a	n/a	\$ 857.34
Gate A-34 Trash	27 yd packer	1	3	34.4	\$ 227.00	\$ 2,948.73	n/a	n/a	\$ 2,948.73
Gate A-41 Trash	27 yd packer	1	4	77.1	\$ 227.00	\$ 3,931.64	n/a	n/a	\$ 3,931.64
Gate A-46 Trash	27 yd packer	1	2	55.4	\$ 227.00	\$ 1,965.82	n/a	n/a	\$ 1,965.82
Gate B-26 North RO	25 yd gable	1	3	16.5	\$ 198.00	\$ 2,572.02	n/a	n/a	\$ 2,572.02
Gate B-26 South RO	25 yd gable	1	3	20.3	\$ 198.00	\$ 2,572.02	n/a	n/a	\$ 2,572.02
Gate B-24 Trash	27 yd packer	1	1	34.1	\$ 227.00	\$ 982.91	n/a	n/a	\$ 982.91
Gate B-30 Trash	27 yd packer	1	1	26.3	\$ 227.00	\$ 982.91	n/a	n/a	\$ 982.91
Gate B-39 Trash	27 yd packer	1	4	85.2	\$ 227.00	\$ 3,931.64	n/a	n/a	\$ 3,931.64
Gate B-44 Trash	27 yd packer	1	1	37.0	\$ 227.00	\$ 982.91	n/a	n/a	\$ 982.91
Gate B-52 Trash	27 yd packer	1	2	31.5	\$ 227.00	\$ 1,965.82	n/a	n/a	\$ 1,965.82
Gate B-81 Trash	27 yd packer	1	2	42.9	\$ 227.00	\$ 1,965.82	n/a	n/a	\$ 1,965.82
Gate C-32 Trash	27 yd packer	1	2	68.8	\$ 227.00	\$ 1,965.82	n/a	n/a	\$ 1,965.82
Gate C-38 Trash	27 yd packer	1	3	57.6	\$ 227.00	\$ 2,948.73	n/a	n/a	\$ 2,948.73
Gate C-46 Trash	27 yd packer	1	2	17.3	\$ 227.00	\$ 1,965.82	n/a	n/a	\$ 1,965.82
Gate A-77 Trash	8 yd FEL	1	3	2.7	\$ 34.00	\$ 441.66	n/a	n/a	\$ 441.66
Gate B-93 Trash	8 yd FEL	1	1	2.3	\$ 34.00	\$ 147.22	n/a	n/a	\$ 147.22
Police/TSA K-9 Kennel Trash	3 yd FEL	1	1	0.2	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Graphics Shop Trash	3 yd FEL	1	1	0.8	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Airside Equipment Maintenance Ctr Trash #1	30 yd RO	1	2	9.5	\$ 198.00	\$ 1,714.68	n/a	n/a	\$ 1,714.68
Airside Equipment Maintenance Ctr Trash #2	30 yd RO	1	3	9.0	\$ 198.00	\$ 2,572.02	n/a	n/a	\$ 2,572.02
Airside Equipment Maintenance Ctr Trash #3	20 yd RO	1	1	2.0	\$ 198.00	\$ 857.34	n/a	n/a	\$ 857.34
21998 E 88th Sand shed Trash	30 yd RO	1	1	1.0	\$ 188.00	\$ 814.04	n/a	n/a	\$ 814.04
AOB loading dock Trash	34 yd packer	1	6	138.5	\$ 227.00	\$ 5,897.46	n/a	n/a	\$ 5,897.46
Southwest Airlines west	34 yd packer	1	3	59.6	\$ 227.00	\$ 2,948.73	n/a	n/a	\$ 2,948.73
Southwest Airlines east	34 yd packer	1	3	57.5	\$ 227.00	\$ 2,948.73	n/a	n/a	\$ 2,948.73
Ground Transportation Center Trash 3-yd	3 yd FEL	3	2	2.0	\$ 16.00	\$ 415.68	n/a	n/a	\$ 415.68
Ground Transportation Center Trash 6-yd	6 yd FEL	4	2	2.8	\$ 16.00	\$ 554.24	n/a	n/a	\$ 554.24
Electrical Department Trash	4 yd FEL	1	1	0.5	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Oil and Gas	4 yd FEL	1	On Call*	0.1	\$ 16.00	\$ 16.00	n/a	n/a	\$ 16.00
USDA Office Trash	6 yd FEL	1	1	0.2	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Construction Support/Engineering Trash	6 yd FEL	1	1	0.6	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
WorldPort Trash	6 yd FEL	1	1	0.8	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Gate B-84 ramp Trash	8 yd FEL	1	2	2.1	\$ 34.00	\$ 294.44	n/a	n/a	\$ 294.44
Airside Employee Security Turnstile Trash	8 yd FEL	1	1	1.8	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
ARFF #1 (airside) Trash	8 yd FEL	1	1	0.7	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
ARFF #2 (airside) Trash	6 yd FEL	1	1	0.7	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
ARFF #3 (airside) Trash	8 yd FEL	1	1	0.4	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
ARFF #4 (airside) Trash	8 yd FEL	1	1	0.9	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Firehouse #35 Trash	8 yd FEL	1	1	0.5	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
ARFF Training Center Trash	4 yd FEL	1	1	0.1	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Airside Equipment Maintenance Ctr Trash	8 yd FEL	1	3	1.2	\$ 16.00	\$ 207.84	n/a	n/a	\$ 207.84
Joint Use Air Cargo (landside) Trash	8 yd FEL	1	3	1.0	\$ 16.00	\$ 207.84	n/a	n/a	\$ 207.84
AGTS Bombardier Train Maintenance Trash	8 yd FEL	1	1	0.9	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Facility Maintenance Carpenter Shop Trash	8 yd FEL	1	1	0.5	\$ 16.00	\$ 69.28	n/a	n/a	\$ 69.28
Whiskey Charlie Electrical Vault Trash	8 yd FEL	1	0.23	0.2	\$ 16.00	\$ 15.99	n/a	n/a	\$ 15.99
East Electrical Vault Trash	8 yd FEL	1	0.23	0.2	\$ 16.00	\$ 15.99	n/a	n/a	\$ 15.99
SMGCS - Southwest	8 yd FEL	1	On Call*	0.0	\$ 16.00	\$ 16.00	n/a	n/a	\$ 16.00
Joint Use Air Cargo north end Trash	8 yd FEL	1	2	1.0	\$ 16.00	\$ 138.56	n/a	n/a	\$ 138.56
Uber Parking Lot Trash	3 yd FEL	2	2	0.9	\$ 16.00	\$ 277.12	n/a	n/a	\$ 277.12
Uber Parking Lot Trash	8 yd FEL	1	2	0.4	\$ 16.00	\$ 138.56	n/a	n/a	\$ 138.56

\*On Call frequency assumed to be once a month in this illustration.

926.1

\$ 56,848.69

## Recycling Collection

Recycling Service Location	Container Type	Service Quantity	Proposed Service Freq/Wk	Est. Tons	Cost/ Pickup	Estimated Monthly Service Cost	Estimated Monthly Recycling Processing	Estimated Monthly Recycling Rebate	Estimated Total Cost per Month
Gate A-32 ramp Altogether Recycling®	8 yd FEL	1	3	2.7	\$ 34.00	\$ 441.66	\$ 216.00	\$ (141.89)	\$ 515.78
Gate A-38 Altogether Recycling®	27 yd packer	1	3	32.3	\$ 227.00	\$ 2,948.73	\$ 2,584.00	\$ (1,697.37)	\$ 3,835.37
Gate A-61 Altogether Recycling®	25 yd gable	1	1	1.5	\$ 198.00	\$ 857.34	\$ 120.00	\$ (78.83)	\$ 898.52
Gate A-46 ramp Altogether Recycling®	8 yd FEL	1	3	1.5	\$ 34.00	\$ 441.66	\$ 120.00	\$ (78.83)	\$ 482.84
Gate B-24 Altogether Recycling®	30 yd packer	1	0.46	2.7	\$ 227.00	\$ 454.00	\$ 216.00	\$ (141.89)	\$ 528.12
Gate B-36 Altogether Recycling® #1	27 yd packer	1	3	24.0	\$ 227.00	\$ 2,948.73	\$ 1,920.00	\$ (1,261.20)	\$ 3,607.53
Gate B-36 Altogether Recycling® #2	30 yd packer	1	1	8.0	\$ 227.00	\$ 982.91	\$ 640.00	\$ (420.40)	\$ 1,202.51
Gate B-39 Altogether Recycling®	27 yd packer	1	2	18.8	\$ 227.00	\$ 1,965.82	\$ 1,504.00	\$ (987.94)	\$ 2,481.88
Gate B-52 Altogether Recycling®	30 yd packer	1	On Call*	1.0	\$ 227.00	\$ 227.00	\$ 80.00	\$ (52.55)	\$ 254.45
Gate C-31 Altogether Recycling®	27 yd packer	1	2	8.3	\$ 227.00	\$ 1,965.82	\$ 664.00	\$ (436.17)	\$ 2,193.66
Gate C-38 Altogether Recycling®	25 yd gable	1	4	5.0	\$ 198.00	\$ 3,429.36	\$ 400.00	\$ (262.75)	\$ 3,566.61
Gate C-48 Altogether Recycling®	25 yd gable	1	2	9.4	\$ 198.00	\$ 1,714.68	\$ 752.00	\$ (493.97)	\$ 1,972.71
Gate C-39 ramp Altogether Recycling®	8 yd FEL	1	3	0.6	\$ 34.00	\$ 441.66	\$ 48.00	\$ (31.53)	\$ 458.13
Gate C-41 Altogether Recycling®	27 yd packer	1	2	28.6	\$ 227.00	\$ 1,965.82	\$ 2,288.00	\$ (1,502.93)	\$ 2,750.89
AOB loading dock Altogether Recycling®	30 yd packer	1	4	26.7	\$ 227.00	\$ 3,931.64	\$ 2,136.00	\$ (1,403.09)	\$ 4,664.56
Southwest Airlines Altogether Recycling®	27 yd packer	1	3	45.2	\$ 227.00	\$ 2,948.73	\$ 3,616.00	\$ (2,375.26)	\$ 4,189.47
Land Equip Maint Ctr Altogether Recycling®	30 yd RO	1	1	0.7	\$ 188.00	\$ 814.04	\$ 56.00	\$ (36.79)	\$ 833.26
Ground Transportation Center Altogether Recycling®	3 yd FEL	3	2	0.2	\$ 16.00	\$ 415.68	\$ 16.00	\$ (10.51)	\$ 421.17
Uber Parking Lot Altogether Recycling®	3 yd FEL	2	2	0.6	\$ 16.00	\$ 277.12	\$ 48.00	\$ (31.53)	\$ 293.59
Airside Security Turnstile Altogether Recycling®	8 yd FEL	1	3	0.1	\$ 16.00	\$ 207.84	\$ 8.00	\$ (5.26)	\$ 210.59
ARFF #1 (Airside) Altogether Recycling®	8 yd FEL	1	1	0.1	\$ 16.00	\$ 69.28	\$ 8.00	\$ (5.26)	\$ 72.03
ARFF #3 (Airside) Altogether Recycling®	8 yd FEL	1	1	0.1	\$ 16.00	\$ 69.28	\$ 8.00	\$ (5.26)	\$ 72.03
Airside Equip Maint Ctr Altogether Recycling®	8 yd FEL	2	2	0.3	\$ 16.00	\$ 277.12	\$ 24.00	\$ (15.77)	\$ 285.36
Joint Use Cargo Airside Altogether Recycling®	8 yd FEL	1	2	0.2	\$ 16.00	\$ 138.56	\$ 16.00	\$ (10.51)	\$ 144.05
Construction Supp/Eng Altogether Recycling®	8 yd FEL	1	1	0.6	\$ 16.00	\$ 69.28	\$ 48.00	\$ (31.53)	\$ 85.75
WorldPort Altogether Recycling®	8 yd FEL	1	1	0.2	\$ 16.00	\$ 69.28	\$ 16.00	\$ (10.51)	\$ 74.77
Facility Maint Cptr Shop Altogether Recycling®	8 yd FEL	1	1	0.1	\$ 16.00	\$ 69.28	\$ 8.00	\$ (5.26)	\$ 72.03
East Econ Parking Lot Altogether Recycling®	8 yd FEL	2	2	0.3	\$ 16.00	\$ 277.12	\$ 24.00	\$ (15.77)	\$ 285.36
Firehouse #35 Altogether Recycling®	8 yd FEL	1	1	0.2	\$ 16.00	\$ 69.28	\$ 16.00	\$ (10.51)	\$ 74.77
Joint Use Cargo North Altogether Recycling®	8 yd FEL	1	2	0.2	\$ 16.00	\$ 138.56	\$ 16.00	\$ (10.51)	\$ 144.05
Uber Parking Lot Altogether Recycling®	8 yd FEL	2	2	0.2	\$ 16.00	\$ 277.12	\$ 16.00	\$ (10.51)	\$ 282.61
South Data Center Altogether Recycling®	2 yd FEL	1	1	0.1	\$ 16.00	\$ 69.28	\$ 8.00	\$ (5.26)	\$ 72.03
				220.5					<b>\$ 37,026.41</b>

\*On Call frequency assumed to be once a month in this illustration.

## Compost Collection

Compost Service Location	Container Type	Service Quantity	Proposed Service Freq/Wk	Est. Tons	Cost/ Pickup	Estimated Monthly Service Cost	Estimated Monthly Recycling Processing	Estimated Monthly Recycling Rebate	Estimated Total Cost per Month
Gate A-39 ramp Compost	68 gal toter	16	2	1.0	\$ 13.00	\$ 1,801.28	n/a	n/a	\$ 1,801.28
Gate B-36 ramp Compost	68 gal toter	10	2	4.5	\$ 13.00	\$ 1,125.80	n/a	n/a	\$ 1,125.80
Gate B-39 ramp Compost	68 gal toter	11	2	0.7	\$ 13.00	\$ 1,238.38	n/a	n/a	\$ 1,238.38
Gate B-44 ramp Compost	68 gal toter	4	2	0.2	\$ 13.00	\$ 450.32	n/a	n/a	\$ 450.32
Gate B-24 ramp Compost	68 gal toter	3	2	0.2	\$ 13.00	\$ 337.74	n/a	n/a	\$ 337.74
Gate B-32 ramp Compost	68 gal toter	6	2	0.2	\$ 13.00	\$ 675.48	n/a	n/a	\$ 675.48
Gate C-41 ramp Compost	68 gal toter	15	2	0.7	\$ 13.00	\$ 1,688.70	n/a	n/a	\$ 1,688.70
Gate C-46 ramp Compost	68 gal toter	3	2	0.2	\$ 13.00	\$ 337.74	n/a	n/a	\$ 337.74
Gate C-31 ramp Compost	68 gal toter	8	2	0.2	\$ 13.00	\$ 900.64	n/a	n/a	\$ 900.64
AOB loading dock Compost	68 gal toter	22	2	2.1	\$ 13.00	\$ 2,476.76	n/a	n/a	\$ 2,476.76
ARFF #1 (Airside) Compost	68 gal toter	2	2	0.4	\$ 13.00	\$ 225.16	n/a	n/a	\$ 225.16
Joint Use Air Cargo Wood Recycling*	40 yd RO	1	1	3.0	\$ 262.00	\$ 1,134.46	\$ 1,212.40	n/a	\$ 2,346.86
				13.4					<b>\$ 13,604.86</b>

\*Wood processing cost at A-1 Organics is \$7.00/cu yd, passed through at-cost

## Waste Services Invoice

**EXHIBIT C INVOICE TEMPLATE 1/4**

COMPANY LOGO

Contract ID:

Invoice #:

Invoice date:

Invoice total:

Please remit payment to:

Terms:

Due Date:

Location/COST CENTERS	Sum of Service Cost	
<b>AGTS</b>	<b>\$</b>	<b>85.00</b>
AGTS Bombardier Train Maintenance Trash	\$	85.00
AGTS Bombardier Train Maintenance Trash Temp I	\$	-
<b>ARFF</b>	<b>\$</b>	<b>816.00</b>
ARFF #1 (Airside) Altogether Recycling®	\$	86.00
ARFF #1 (airside) Trash	\$	85.00
ARFF #3 (Airside) Altogether Recycling®	\$	86.00
ARFF #3 (airside) Trash	\$	85.00
ARFF #4 (airside) Trash	\$	85.00
Firehouse #35 Altogether Recycling®	\$	86.00
Firehouse #35 Trash	\$	85.00
ARFF #1 (Airside_ Compost	\$	218.00
<b>CVBD</b>	<b>\$</b>	<b>2,205.00</b>
Ground Transportation Center Trash	\$	901.00
Ground Transportation Center Recycle	\$	363.00
Uber Parking Lot Trash	\$	544.00
Uber Parking Lot Altogether Recycling®	\$	397.00
<b>FIRE</b>	<b>\$</b>	<b>72.00</b>
ARFF Training Center Trash	\$	72.00
<b>MNCT</b>	<b>\$</b>	<b>7,815.00</b>
Airside Equipment Maintenance Ctr Altogether Recy	\$	310.00
Airside Equipment Maintenance Ctr Trash	\$	6,008.00
Facility Maintenance Carpenter Shop Trash	\$	85.00
Incinerator Manifested Trash	\$	195.00
Landside Equipment Maintenance Ctr Altogether Re	\$	1,131.00
Facility Maintenance Carpenter Shop Altogether Re	\$	86.00
<b>PKES</b>	<b>\$</b>	<b>377.00</b>
Airside Employee Security Turnstile Altogether Recy	\$	224.00
Airside Employee Security Turnstile Trash	\$	153.00
<b>PKET</b>	<b>\$</b>	<b>2,472.30</b>
East Economy Parking Lot Altogether Recycling®	\$	316.30
East Economy Parking Lot Trash	\$	1,078.00



West Economy Parking Lot Trash	\$	1,078.00
<b>RAMP</b>	<b>\$</b>	<b>5,134.00</b>
Gate B-15 ramp (United Airlines) Trash	\$	2,268.00
Gate B-16 ramp (United Airlines) Trash	\$	2,747.00
SMGCS - Southwest	\$	119.00
<b>SCMP</b>	<b>\$</b>	<b>226.00</b>
Construction Support/Engineering Altogether Recyc	\$	86.00
Construction Support/Engineering Trash	\$	75.00
Graphics Shop Trash	\$	65.00
DIA Gate #2 Temp	\$	-
<b>SECU</b>	<b>\$</b>	<b>144.00</b>
Electrical Department Trash	\$	72.00
HSS Security Trailer Trash	\$	72.00
<b>STFF</b>	<b>\$</b>	<b>75.00</b>
ARFF #2 (airside) Trash	\$	75.00
<b>UTCM</b>	<b>\$</b>	<b>76.00</b>
East Electrical Vault Trash	\$	38.00
Whiskey Charlie Electrical Vault Trash	\$	38.00
<b>WORLDPORT</b>	<b>\$</b>	<b>161.00</b>
WorldPort Altogether Recycling®	\$	86.00
WorldPort Trash	\$	75.00
<b>ZBLG</b>	<b>\$</b>	<b>104,674.21</b>
AOB loading dock Altogether Recycling®	\$	4,081.00
AOB loading dock Compost	\$	2,398.00
AOB loading dock Trash	\$	5,273.00
Gate A-32 ramp Altogether Recycling®	\$	224.00
Gate A-34 Trash	\$	3,163.00
Gate A-38 Altogether Recycling®	\$	3,136.00
Gate A-41 Trash	\$	4,071.00
Gate A-46 ramp Altogether Recycling®	\$	224.00
Gate A-46 Trash	\$	2,927.00
Gate B-24 Altogether Recycling®	\$	1,079.00
Gate B-24 Trash	\$	1,683.00
Gate B-30 Trash	\$	1,683.00
Gate B-36 Altogether Recycling® #1	\$	3,136.00
Gate B-36 Altogether Recycling® #2	\$	1,673.00
Gate B-36 ramp compost	\$	1,090.00
Gate B-39 Altogether Recycling®	\$	2,861.00
Gate B-39 ramp compost	\$	1,199.00
Gate B-39 Trash	\$	4,071.00
Gate B-44 ramp compost†	\$	220.00
Gate B-44 Trash	\$	1,683.00
Gate B-52 Altogether Recycling®	\$	485.00
Gate B-52 Trash	\$	2,927.00
Gate B-81 Trash	\$	2,927.00
Gate B-84 ramp Trash	\$	153.00
Gate C-31 Altogether Recycling®	\$	3,842.00

Gate C-32 Trash	\$	2,927.00
Gate C-38 Altogether Recycling®	\$	2,720.00
Gate C-38 Trash	\$	3,163.00
Gate C-39 ramp Altogether Recycling®	\$	224.00
Gate C-41 Altogether Recycling®	\$	2,815.00
Gate C-41 ramp compost	\$	1,635.00
Gate C-46 ramp compost	\$	327.00
Gate C-46 Trash	\$	2,927.00
Southwest Airlines Altogether Recycling®	\$	3,461.30
Southwest Airlines east	\$	3,209.00
Southwest Airlines west	\$	3,209.00
Trash Room Cleaning - CAM	\$	2,499.00
Glass Collection Program - Clear Intentions	\$	12,973.51
Gate A-39 ramp compost	\$	1,744.00
Gate B-24 ramp Compost	\$	327.00
Gate C-31 Compost	\$	872.00
Gate C-48 Altogether Recycling®	\$	2,170.00
Gate B-32 ramp Compost	\$	654.00
Gate A-61 Trash	\$	511.33
Gate A-61 Altogether Recycling®	\$	97.07
<b>ZCGA</b>	<b>\$</b>	<b>1,823.00</b>
Joint Use Air Cargo (airside) Altogether Recycling®	\$	155.00
Joint Use Air Cargo (landside) Trash	\$	221.00
Joint Use Air Cargo Bale Pickup Service	\$	-
Joint Use Air Cargo north end Altogether Recycling®	\$	155.00
Joint Use Air Cargo north end Trash	\$	153.00
Joint Use Air Cargo Wood Recycling	\$	1,139.00
<b>ZK9B</b>	<b>\$</b>	<b>209.00</b>
Police/TSA K-9 Kennel Trash	\$	65.00
South Data Center Altogether Recycling®	\$	79.00
South Data Center Trash	\$	65.00
<b>ZMNF</b>	<b>\$</b>	<b>1,466.00</b>
21998 E 88th Gate #2 (concrete ramp) Trash	\$	316.00
21998 E 88th Sand shed Trash	\$	1,078.00
Oil and Gas	\$	72.00
<b>ZOPS</b>	<b>\$</b>	<b>75.00</b>
USDA Office Trash	\$	75.00
<b>Grand Total</b>	<b>\$</b>	<b>127,905.51</b>

## EXHIBIT C INVOICE TEMPLATE Diversion Metrics 2/4

## Waste Quantity Report

Row Labels	Sum of Tons	Sum of Trash Tons	Sum of Recycle Tons	Sum of Wood Tons	Sum of Compost Tons	Sum of Glass Tons	Sum of Plastic Film
21998 E 88th Gate #2 (concrete ramp) Trash	-	-	-	-	-	-	-
21998 E 88th Sand shed Trash	5.00	5.00	-	-	-	-	-
AGTS Bombardier Train Maintenance Trash	0.78	0.78	-	-	-	-	-
AGTS Bombardier Train Maintenance Trash Temp Roll of	-	-	-	-	-	-	-
Airside Employee Security Turnstile Altogether Recycling	0.53	-	0.53	-	-	-	-
Airside Employee Security Turnstile Trash	2.13	2.13	-	-	-	-	-
Airside Equipment Maintenance Ctr Altogether Recycling	0.12	-	0.12	-	-	-	-
Airside Equipment Maintenance Ctr Trash	30.68	30.68	-	-	-	-	-
AOB loading dock Altogether Recycling*	29.98	0.15	29.83	-	-	-	-
AOB loading dock Compost	1.31	-	-	-	1.31	-	-
AOB loading dock Trash	147.67	147.67	-	-	-	-	-
ARFF #1 (Airside) Altogether Recycling*	0.17	-	0.17	-	-	-	-
ARFF #1 (airside) Trash	0.84	0.84	-	-	-	-	-
ARFF #1 (Airside_ Compost	0.18	-	-	-	0.18	-	-
ARFF #2 (airside) Trash	1.45	1.45	-	-	-	-	-
ARFF #3 (Airside) Altogether Recycling*	0.05	-	0.05	-	-	-	-
ARFF #3 (airside) Trash	1.12	1.12	-	-	-	-	-
ARFF #4 (airside) Trash	0.68	0.68	-	-	-	-	-
ARFF Training Center Trash	0.35	0.35	-	-	-	-	-
Construction Support/Engineering Altogether Recycling*	0.42	-	0.42	-	-	-	-
Construction Support/Engineering Trash	0.96	0.96	-	-	-	-	-
DIA Gate #2 Temp	-	-	-	-	-	-	-
East Economy Parking Lot Altogether Recycling*	0.42	-	0.42	-	-	-	-
East Economy Parking Lot Trash	5.28	5.28	-	-	-	-	-
East Electrical Vault Trash	0.07	0.07	-	-	-	-	-
Electrical Department Trash	0.36	0.36	-	-	-	-	-
Facility Maintenance Carpenter Shop Altogether Recycling	0.11	-	0.11	-	-	-	-
Facility Maintenance Carpenter Shop Trash	0.39	0.39	-	-	-	-	-
Firehouse #35 Altogether Recycling*	0.06	-	0.06	-	-	-	-
Firehouse #35 Trash	1.04	1.04	-	-	-	-	-
Gate A-32 ramp Altogether Recycling*	1.36	-	1.36	-	-	-	-
Gate A-34 Trash	58.66	58.66	-	-	-	-	-
Gate A-38 Altogether Recycling*	27.41	0.92	26.49	-	-	-	-
Gate A-39 ramp compost	0.63	-	-	-	0.63	-	-
Gate A-41 Trash	103.07	103.07	-	-	-	-	-
Gate A-46 ramp Altogether Recycling*	1.85	-	1.85	-	-	-	-
Gate A-46 Trash	55.40	55.40	-	-	-	-	-
Gate A-61 Altogether Recycling*	0.74	-	0.74	0.04	-	-	-
Gate A-61 Trash	2.16	2.16	-	-	-	-	-
Gate B-15 ramp (United Airlines) Trash	14.48	14.48	-	-	-	-	-
Gate B-16 ramp (United Airlines) Trash	21.42	16.93	-	-	-	-	-
Gate B-24 Altogether Recycling*	4.14	-	4.14	-	-	-	-
Gate B-24 ramp Compost	0.23	-	-	-	0.23	-	-
Gate B-24 Trash	29.25	29.25	-	-	-	-	-
Gate B-30 Trash	25.51	25.51	-	-	-	-	-
Gate B-32 ramp Compost	-	-	-	0.04	-	-	-
Gate B-36 Altogether Recycling* #1	23.61	0.87	22.74	-	-	-	-
Gate B-36 Altogether Recycling* #2	5.92	-	5.92	-	-	-	-
Gate B-36 ramp compost	3.46	-	-	-	3.46	-	-
Gate B-39 Altogether Recycling*	14.02	-	14.02	-	-	-	-
Gate B-39 ramp compost	2.16	-	-	-	2.16	-	-
Gate B-39 Trash	127.70	127.70	-	-	-	-	-
Gate B-44 ramp compost†	0.10	-	-	-	0.10	-	-
Gate B-44 Trash	24.96	24.96	-	-	-	-	-
Gate B-52 Altogether Recycling*	-	-	-	-	-	-	-
Gate B-52 Trash	33.48	33.48	-	-	-	-	-
Gate B-81 Trash	45.52	45.52	-	-	-	-	-
Gate B-84 ramp Trash	1.64	1.64	-	-	-	-	-
Gate C-31 Altogether Recycling*	7.99	-	7.99	-	-	-	-
Gate C-31 Compost	0.08	-	-	-	-	-	-
Gate C-32 Trash	62.65	62.65	-	-	-	-	-
Gate C-38 Altogether Recycling*	4.48	-	4.48	-	-	-	-
Gate C-38 Trash	92.34	92.34	-	-	-	-	-
Gate C-39 ramp Altogether Recycling*	0.89	-	0.89	-	-	-	-
Gate C-41 Altogether Recycling*	17.00	0.60	16.40	-	-	-	-
Gate C-41 ramp compost	0.74	-	-	-	0.74	-	-
Gate C-46 ramp compost	0.20	-	-	-	0.20	-	-
Gate C-46 Trash	35.45	35.45	-	-	-	-	-
Gate C-48 Altogether Recycling*	2.27	1.43	-	-	-	-	-
Glass Collection Program - Clear Intentions	28.96	-	-	-	-	28.96	-
Graphics Shop Trash	0.45	0.45	-	-	-	-	-
Ground Transportation Center Recycle	0.15	-	0.15	-	-	-	-
Ground Transportation Center Trash	2.54	2.54	-	-	-	-	-
HSS Security Trailer Trash	0.34	0.34	-	-	-	-	-
Incinerator Manifested Trash	-	-	-	-	-	-	-
Joint Use Air Cargo (airside) Altogether Recycling*	0.10	-	0.10	-	-	-	-
Joint Use Air Cargo (landside) Trash	1.88	1.88	-	-	-	-	-
Joint Use Air Cargo Bale Pickup Service	-	-	-	-	-	-	-
Joint Use Air Cargo north end Altogether Recycling*	0.28	-	0.28	-	-	-	-

Joint Use Air Cargo north end Trash	1.09	1.09	-	-	-	-	-
Joint Use Air Cargo Wood Recycling	7.04	7.04	-	4.50	-	-	-
Landside Equipment Maintenance Ctr Altogether Recycl	0.83	0.01	0.82	-	-	-	-
Oil and Gas	-	-	-	-	-	-	-
Police/TSA K-9 Kennel Trash	0.19	0.19	-	-	-	-	-
SMGCS - Southwest	-	-	-	-	-	-	-
South Data Center Altogether Recycling*	-	-	-	-	-	-	-
South Data Center Trash	0.03	0.03	-	-	-	-	-
Southwest Airlines Altogether Recycling*	51.65	3.21	48.44	-	-	-	-
Southwest Airlines east	45.17	45.17	-	-	-	-	-
Southwest Airlines west	59.98	59.98	-	-	-	-	-
Trash Room Cleaning - CAM	-	-	-	-	-	-	-
Uber Parking Lot Altogether Recycling*	0.47	-	0.47	-	-	-	-
Uber Parking Lot Trash	0.69	0.69	-	-	-	-	-
USDA Office Trash	0.85	0.85	-	-	-	-	-
West Economy Parking Lot Trash	4.72	4.72	-	-	-	-	-
Whiskey Charlie Electrical Vault Trash	0.26	0.26	-	-	-	-	-
WorldPort Altogether Recycling*	0.30	-	0.30	-	-	-	-
WorldPort Trash	0.92	0.92	-	-	-	-	-
<b>Grand Total</b>	<b>1,294.01</b>	<b>1,061.34</b>	<b>189.29</b>	<b>4.58</b>	<b>9.01</b>	<b>28.96</b>	<b>-</b>

## EXHIBIT C INVOICE TEMPLATE Cost Centers 3/4

Cost Breakdown Pivot Table

Row Labels	Sum of Trash Hauling Cost	Sum of Compost Hauling Cost	Sum of Recycle Hauling Cost	Sum of Non-Waste Service	Sum of Service Cost
AGTS	\$ 85	\$ -	\$ -	\$ -	\$ 85
ARFF	\$ 340	\$ 218	\$ 258	\$ -	\$ 816
CVBD	\$ 1,445	\$ -	\$ 760	\$ -	\$ 2,205
FIRE	\$ 72	\$ -	\$ -	\$ -	\$ 72
MNCT	\$ 6,288	\$ -	\$ 1,527	\$ -	\$ 7,815
PKES	\$ 153	\$ -	\$ 224	\$ -	\$ 377
PKET	\$ 2,156	\$ -	\$ 316	\$ -	\$ 2,472
RAMP	\$ 5,134	\$ -	\$ -	\$ -	\$ 5,134
SCMP	\$ 140	\$ -	\$ 86	\$ -	\$ 226
SECU	\$ 144	\$ -	\$ -	\$ -	\$ 144
STFF	\$ 75	\$ -	\$ -	\$ -	\$ 75
UTCM	\$ 76	\$ -	\$ -	\$ -	\$ 76
WORLDPORT	\$ 75	\$ -	\$ 86	\$ -	\$ 161
ZBLG	\$ 46,507	\$ 10,466	\$ 45,202	\$ 2,499	\$ 104,674
ZCGA	\$ 374	\$ 1,139	\$ 310	\$ -	\$ 1,823
ZK9B	\$ 130	\$ -	\$ 79	\$ -	\$ 209
ZMNF	\$ 1,466	\$ -	\$ -	\$ -	\$ 1,466
ZOPS	\$ 75	\$ -	\$ -	\$ -	\$ 75
<b>Grand Total</b>	<b>\$ 64,735</b>	<b>\$ 11,823</b>	<b>\$ 48,848</b>	<b>\$ 2,499</b>	<b>\$ 127,906</b>



**CITY AND COUNTY OF DENVER  
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION  
EXHIBIT D**

**A. Certificate Holder**

The certificate shall be issued to:      CITY AND COUNTY OF DENVER  
Denver International Airport  
8500 Peña Boulevard, Suite 8810  
Denver CO 80249  
Attn: Risk Management

**B. Acceptable Certificate of Insurance Form and Submission Instructions**

Please read these requirements carefully to ensure proper documentation and receipt of your certificate(s) of insurance.

- ACORD FORM (or equivalent) must be emailed in pdf format to: [contractadmininvoices@flydenver.com](mailto:contractadmininvoices@flydenver.com)
- HARD COPIES of certificates and/or copies of insurance policies will not be accepted.
- ACORD FORM (or equivalent) must reference the DEN assigned Contract Number.

**C. Coverages and Limits**

1. Commercial General Liability:

Vendor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate and \$2,000,000 policy and project/location aggregate.

- a. Such insurance shall also provide contractual liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Such insurance shall include Mobile Equipment Liability, if such equipment will be used to perform services under this Agreement.

2. Business Automobile Liability:

Vendor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Vendor does not have blanket coverage on all owned and operated vehicles, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. The policy must not contain an exclusion related to operations on airport premises
- d. If transporting waste, hazardous material, or regulated substances, Vendor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- e. If Vendor is an individual or represents that Vendor does not own any motor vehicles and Vendor's owners, officers, directors, and employees use their personal vehicles for business purposes, Personal Automobile Liability insurance coverage will be accepted provided it includes a business use endorsement.
- f. If Vendor will be completing all services to DEN under this Agreement remotely this requirement will be waived.

3. Workers' Compensation and Employer's Liability Insurance:

Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

- a. If Vendor is a sole proprietor, Workers' Compensation and Employer's Liability is exempt under the Colorado Workers' Compensation Act.

4. Contractors Pollution Liability:

Vendor shall maintain insurance covering work site operations that are conducted on DEN premises including project management and site supervision duties with a limit no less than \$2,000,000 each occurrence and annual aggregate for claims arising out of a pollution condition or site environmental condition. Coverage shall include claims/losses for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and cleanup cost for pollution conditions resulting from illicit abandonment, the discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including soil, silt, sedimentation, smoke, soot, vapors, fumes, acids, alkalis, chemicals, electromagnetic fields, hazardous substances, hazardous materials, waste materials, low level radioactive waste, mixed wastes, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater on DEN premises.

Work site means a location where covered operations are being performed, including real property rented or leased from the City for the purpose of conducting covered operations.

5. Installation Floater:

Vendor shall provide coverage with a limit equal to the full insurable value of materials and equipment and be written on a Special Covered Cause of Loss Form including theft, faulty workmanship, mechanical or electrical damage during testing and labor costs to repair damaged work, and soft costs. The policy shall cover property while located at the project site, at temporary locations, or in transit; and name the City as the loss payee on the policy, as its interests may appear. Coverage shall remain in force until acceptance of the work by the City.

6. Excess/Umbrella Liability:

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess policy(es) must follow form of the primary policies with which they are related to provide the minimum limits.

**D. Additional Insured**

For all coverages required under this Agreement (excluding Workers' Compensation and Professional Liability), Vendor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers as Additional Insureds by policy endorsement.

**E. Waiver of Subrogation**

For all coverages required under this Agreement, Vendor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees and volunteers by policy endorsement.

**F. Notice of Material Change, Cancellation or Nonrenewal**

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.



2. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal or reduction in coverage unless due to non-payment of premiums for which notice shall be sent ten (10) days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Certificate Holder within seven (7) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer's as verification.

## **G. Additional Provisions**

1. Deductibles, Self-Insured Retentions, or any other type of retention are the sole responsibility of the Vendor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included.
4. Provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City shall be provided on policies which the City requires Additional Insured status.
5. The insurance requirements under this Agreement shall be the greater of (i) the minimum limits and coverage specified hereunder or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Vendor. It is agreed that the insurance requirements set forth herein shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums set forth in this Agreement.
6. All policies shall be written on an occurrence form. If an occurrence form is unavailable, claims-made coverage may be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended discovery period of three years beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
7. Vendor shall advise DEN in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Vendor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf and must be submitted to the City at the time the Vendor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance or approval of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Vendor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's acceptance or approval of any submitted insurance certificate is subject to the approval of DEN Risk Management or its designee. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Vendor is solely responsible for ensuring they are in compliance with all insurance requirements and that all formal policy endorsements are issued by their insurers to support the requirements herein.
11. The City shall have the right to verify or confirm, at any time, all coverage, information or representations, and the insured and its insurance providers shall promptly and fully cooperate in any such audit the City may elect to undertake.
12. No material changes that negatively impact DEN or reductions in the coverage required herein shall be allowed without the review and written approval of DEN Risk Management.
13. Vendor shall be responsible for ensuring DEN is provided updated Certificate(s) of Insurance ten (10) days prior to each policy renewal.

14. Vendor's failure to maintain the insurance required by this Agreement shall be the basis for immediate termination of this Agreement at DEN's sole discretion and without penalty to the City.