

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into as of the date stated on the City’s signature page below (the “**Effective Date**”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (the “**City**”), and **ALLIED WASTE TRANSPORTATION, INC.**, a Delaware corporation authorized to do business in Colorado, **d/b/a Republic Services of Denver (“Contractor”)** (collectively the “**Parties**”).

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Denver International Airport (“**DEN**”); and

WHEREAS, the City desires to obtain professional services for municipal waste hauling, including the collection and hauling of municipal solid waste generated at DEN, and recycling and composting; and

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

WHEREAS, Contractor is qualified, willing, and able to perform the services, as set forth in this Agreement in a timely, efficient, and economical manner; and

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

1. LINE OF AUTHORITY:

A. The Chief Executive Officer of the Department of Aviation or their designee or successor in function (the “**CEO**”), authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Senior Vice President of Operations (“**SVP**”). The SVP will designate a Project Manager to coordinate professional services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Contractor hereunder shall be processed in accordance with the Project Manager’s directions.

B. The day to day administration of this Agreement is vested in the Project Manager. The Project Manager or other City representative is to have free access to the Contractor’s work areas at the Airport. The Project Manager or other City representative shall have the right to inspect facilities and equipment to ensure compliance with the Agreement. The Project Manager 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.

C. The Project Manager 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.

2. SCOPE OF WORK AND CONTRACTOR RESPONSIBILITIES:

A. Scope of Services. Contractor shall provide professional services and deliverables for the City as designated by the CEO, from time to time and as described in the attached **Exhibit A** (“**Scope of Work**”), in accordance with the schedules and budgets set by the City.

B. Scope of Work Modifications. Without requiring amendment to this Agreement, the City may make minor changes, additions, or deletions to the Scope of Work without change to the Maximum Contract Amount. Certain deletions, additions, or modifications may be made to the Scope of Work at the discretion of the Project Manager through a written “Scope of Work Modification” describing the changes required. The following changes may be made by the Project Manager through a written Scope of Work Modification, 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 any compost-related services not outlined in **Exhibit B** 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. Standard of Performance. Contractor shall faithfully perform the work required under this Agreement in accordance with the standard of care, skill, efficiency, knowledge, training, and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement.

D. Contractor’s Unsatisfactory Performance. If, in the opinion of the Project Manager, the Contractor’s performance under this Contract becomes unsatisfactory, the Project Manager 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 Project Manager. 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.

E. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of all work and obligations under this Agreement. Contractor shall perform all work under this Agreement in a timely and diligent manner.

F. 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

G. 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.

H. Subcontractors.

1. In order to retain, hire, and/or contract with an outside subcontractor that is not identified in this Agreement for work under this Agreement, Contractor must obtain the prior written consent of the CEO. Contractor shall request the CEO's approval in writing and shall include a description of the nature and extent of the services to be provided; the name, address and professional experience of the proposed subcontractor; and any other information requested by the City.
2. The CEO shall have the right to reject any proposed outside subcontractor deemed by the CEO to be unqualified or unsuitable for any reason to perform the proposed services. The CEO shall have the right to limit the number of outside subcontractors and/or to limit the percentage of work to be performed by them.
3. 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 this Agreement and/or the subcontract.
4. Contractor is subject to Denver Revised Municipal Code ("**D.R.M.C.**") § 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).
5. This Section, or any other provision of this Agreement, shall not create any contractual relationship between the City and any subcontractor. The City's approval of a subcontractor shall not create in that subcontractor a right to any subcontract. The City's approval of a subcontractor does not relieve Contractor of its responsibilities under this Agreement, including the work to be performed by the subcontractor.

I. Contractor Personnel – General Requirements.

1. 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.
2. 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.

J. Employee Driver Licenses And Records.

1. 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.
2. All Contractor personnel assigned to the Airport will carry Airport Identification Badges at all times during their employment at the Airport.

K. Safety.

1. The Contractor shall operate at all times under this Contract in compliance with the most current version of the Occupational Safety and Health Act.
2. 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.

L. Key Personnel Assignments.

1. Contractor or its subcontractor(s) shall assign all key personnel identified in this Agreement to perform work under this Agreement ("Key Personnel"). Key Personnel shall perform work under this Agreement, unless otherwise approved in writing by the Choose one or their authorized representative. In the event that replacement of Key Personnel is necessary, the City in its sole discretion shall approve or reject the replacement, if any, or shall determine that no replacement is necessary.
2. It is the intent of the Parties that all Key Personnel perform their specialty for all such services required by this Agreement. Contractor and its subcontractor(s) shall retain

Key Personnel for the entire Term of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed.

3. If, during the Term of this Agreement, the Project Manager determines that the performance of any Key Personnel or other personnel, whether of Contractor or its subcontractor(s), is not acceptable or that any such personnel is no longer needed for performance of any work under this Agreement, the Project Manager shall notify Contractor and may give Contractor notice of the period of time which the Project Manager considers reasonable to correct such performance or remove the personnel, as applicable.
4. If Contractor fails to correct such performance, then the City may revoke its approval of the Key Personnel or other personnel in question and notify Contractor that such Key Personnel or other personnel will not be retained on this Project. Within ten (10) days of receiving this notice, Contractor shall use its best efforts to obtain adequate substitute personnel who must be approved in writing by the Project Manager. Contractor's failure to obtain the Project Manager's approval shall be grounds for Termination for Cause in accordance with this Agreement.

3. **OWNERSHIP AND DELIVERABLES:**

Upon payment to Contractor, all records, data, deliverables, and any other work product prepared by Contractor or any custom development work performed by Contractor for the purpose of performing this Agreement on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Contractor and the City, Contractor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Contractor or otherwise saved or maintained by Contractor as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Parties. Contractor also agrees to allow the City to review any of the procedures Contractor uses in performing any work or other obligations under this Agreement, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Agreement. Upon written request from the City, Contractor shall deliver any information requested pursuant to this Section within ten (10) business days in the event a schedule or otherwise agreed-upon timeframe does not exist.

4. **TERM AND TERMINATION:**

A. The **Term** of this Agreement shall commence upon the Effective Date and shall expire three (3) years after such date, unless terminated earlier in accordance with the terms stated herein (the "**Expiration Date**"). The Term of this Agreement may be extended for two (2) additional one-year periods, on the same terms and conditions, by written notice from the CEO to Contractor. However, no extension of the Term shall increase the Maximum Contract Amount stated below.

B. If the Term expires prior to Contractor completing the work under this Agreement, subject to the prior written approval of the CEO, this Agreement shall remain in full force and effect until the completion of any services commenced prior to the Expiration Date. Contractor has no right to compensation for services performed after the Expiration Date without such express approval from the CEO.

C. Suspension and Termination.

1. Suspension. The City may suspend performance of this Agreement at any time with or without cause. Upon receipt of notice from the SVP, Contractor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines contained in this Agreement shall be extended by the period of suspension unless otherwise agreed to by the City and Contractor. The Expiration Date shall not be extended as a result of a suspension.
2. Termination for Convenience. The City may terminate this Agreement at any time without cause upon written notice to Contractor.
3. Termination for Cause. In the event Contractor fails to perform any provision of this Agreement, the City may either:
 - a. Terminate this Agreement for cause with ten (10) days prior written notice to Contractor; or
 - b. Provide Contractor with written notice of the breach and allow Contractor an Opportunity to Cure.
4. Opportunity to Cure. Upon receiving the City's notice of breach pursuant to Section 4(C)(iii)(b), Contractor shall have five (5) days to commence remedying its defective performance. If Contractor diligently cures its defective performance to the City's satisfaction within a reasonable time as determined by the City, then this Agreement shall not terminate and shall remain in full force and effect. If Contractor fails to cure the breach to the City's satisfaction, then the City may terminate this Agreement pursuant to Section 4(C)(iii)(a).
5. Compensation for Services Performed Prior to Suspension or Termination Notice. If this Agreement is suspended or terminated, the City shall pay Contractor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Contractor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Contractor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 4(C)(vi) below.
6. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Agreement pursuant to Section 4(C)(ii), Contractor may request reimbursement from the City of the reasonable costs of orderly termination associated

with the Termination for Convenience as part of its submittal of costs pursuant to Section 4(C)(v). In no event shall the total sums paid by the City pursuant to this Agreement, including Sections 4(C)(v) and (C)(vi), exceed the Maximum Contract Amount.

7. **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.

D. Remedies. In the event Contractor breaches this Agreement, Contractor shall be liable to the City for all costs of correcting the work without additional compensation, including but not limited to additional costs incurred by the City, its tenants, or its other contractors arising out of Contractor's defective work. These remedies are in addition to, and do not limit, the remedies available to the City in law or in equity. These remedies do not amend or limit the requirements of Section 8 and Section 9 otherwise provided for in this Agreement.

5. COMPENSATION AND PAYMENT:

A. Maximum Contract Amount. Notwithstanding any other provision of this Agreement, the City shall not be liable under any theory for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **Twenty Million Dollars and No Cents (\$ 20,000,000.00)** ("**Maximum Contract Amount**"). Contractor shall perform the services and be paid for those services as provided for in this Agreement up to the Maximum Contract Amount.

B. Basis for Contractor's Fee. 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.

C. Performance Deductions. 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 payment deductions, in the amounts noted in Exhibit B. The City reserves the right to make such deductions 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 deductions or other adjustments hereunder.

D. Limited Obligation of City. The obligations of the City under this Agreement shall extend only to monies appropriated and encumbered for the purposes of this Agreement. Contractor acknowledges and understands the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not under any obligation to make any future encumbrances or appropriations for this Agreement nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

E. Payment Source. For payments required under this Agreement, the City shall make payments to Contractor solely from funds of the Airport System Fund and from no other fund or source. The City has no obligation to make payments from any other source.

F. Payment Schedule. Subject to the Maximum Contract Amount, for payments required under this Agreement, the City shall pay Contractor's fees and expenses in accordance with this Agreement. Unless otherwise agreed to in writing, Contractor shall invoice the City on a regular basis in arrears and the City shall pay each invoice in accordance with Denver's Prompt Payment Ordinance, D.R.M.C. § 20-107, *et seq.*, subject to the Maximum Contract Amount.

G. Invoices. Payments shall be made based upon monthly invoices and receipts submitted by the Contractor directly to the Department of Aviation ("Aviation"). Invoices shall be submitted electronically by the 15th day of the month following the month being invoiced, on a form developed by Aviation, with each page numbered and identified by the invoice month. Aviation maintains the right to require reasonable changes in the invoice format throughout the Contract Term, such form to 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.

H. Travel Expenses. Travel and any other expenses are not reimbursable.

I. Timesheets. Contractor shall maintain all timesheets kept or created in relation to the services performed under this Agreement. The City may examine such timesheets and any other related documents upon the City's request.

J. Disputed Invoices. The City reserves the right to reject and not pay any Invoice or part thereof, including any final Invoice resulting from a Termination of this Agreement, where the Project Manager or their authorized representative determines the amount invoiced exceeds the amount owed based upon the work satisfactorily performed. The City shall pay any undisputed items contained in an Invoice. The City also reserves the right to reject any invoice or part thereof where the Project Manager 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. Disputes concerning payments under this provision shall be resolved in accordance with procedures set forth in Section 9.

K. Carry Over. If Contractor's total fees for any of the services provided under this Agreement are less than the amount budgeted for, the amount remaining in the budget may be used for additional and related services rendered by Contractor if the CEO determines such fees are reasonable and appropriate and provides written approval of the expenditure.

L. Prevailing Wage. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, D.R.M.C. §§ 20-76 through 20-79, including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request

for proposal was advertised. Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the Agreement were encumbered.

Initial Prevailing Wage requirements are attached as **Exhibit D.**

1. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.
2. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the Agreement.
3. Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.
4. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling (720) 913-5000 or emailing: auditor@denvergov.org.
5. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

M. Compliance with Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

N. City Prompt Pay.

1. The City will make monthly progress payments to Contractor for all services performed under this Agreement based upon Contractor's monthly invoices or shall make payments as otherwise provided in this Agreement. The City's Prompt Payment Ordinance, D.R.M.C. §§ 20-107 to 20-118 applies to invoicing and payment under this Agreement.
2. Final Payment to Contractor shall not be made until after the Project is accepted, and all certificates of completion, record drawings, reproducible copies, and other

deliverables are delivered to the City, and the Agreement is otherwise fully performed by Contractor. The City may, at the discretion of the Project Manager, withhold reasonable amounts from billing and the entirety of the final payment until all such requirements are performed to the satisfaction of the Project Manager.

6. INSURANCE REQUIREMENTS:

A. Contractor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit C** (“**Insurance Requirements**”) during the entire Term of this Agreement, including any extensions of the Agreement or other extended period stipulations stated in Exhibit C. All certificates of insurance must be received and accepted by the City before any airport access or work commences.

B. Contractor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations.

C. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Contractor from liabilities arising out of the performance of the terms and conditions of this Agreement by Contractor, its agents, representatives, employees, or subcontractors. Contractor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Contractor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

D. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Contractor; (ii) damage, theft, or destruction of Contractor’s inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured.

E. The Parties understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and 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, its elected and appointed officials, employees, agents and volunteers.

7. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“**Claims**”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to

indemnify the City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

B. Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the 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 the City and will pay on behalf of the 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, 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. Such payments on behalf of the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

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

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

8. DISPUTES:

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. The determination resulting from said administrative hearing shall be final, subject only to the right of either party to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

9. GENERAL TERMS AND CONDITIONS:

A. Status of Contractor. Parties agree that the status of Contractor shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in § 9.1.1(E)(x) of the Charter of the City and County of Denver (the "**City Charter**"). It is not intended, nor shall it be construed, that Contractor or its personnel are employees or officers of the City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Contractor shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO. Any attempt by Contractor to assign or transfer its rights hereunder without such prior

written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of Contractor hereunder.

C. Americans with Disabilities Act (“ADA”). Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA (42 USC § 12101, *et. seq*) and other federal, state, and local accessibility requirements. Contractor shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this provision on the part of Contractor, its employees, agents or assigns may constitute a material breach of this Agreement. If requested by City, Contractor shall engage a qualified disability Contractor to review Contractor’s work for compliance with the ADA (and any subsequent amendments to the statute) and all other related federal, state, and local disability requirements, and Contractor shall remedy any noncompliance found by the qualified disability Contractor as soon as practicable.

D. Compliance with all Laws and Regulations. Contractor and its subcontractor(s) shall perform all work under this Agreement in compliance with all existing and future applicable laws, rules, regulations, and codes of the United States, and the State of Colorado and with the City Charter, ordinances, Executive Orders, and rules and regulations of the City.

E. Compliance with Patent, Trademark and Copyright Laws.

1. Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States, as they may be amended from time to time. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission, all releases, and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in such documents.
2. Pursuant to Section 8, Contractor shall indemnify and defend the City from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

F. Notices.

1. Notices of Termination. Notices concerning termination of this Agreement, shall be made as follows:

by Contractor to:

Chief Executive Officer
 Denver International Airport
 Airport Office Building
 8500 Peña Boulevard, 9th Floor
 Denver, Colorado 80249-6340

And by the City to:

Allied Waste Transportation, Inc.,
d/b/a Republic Services Of Denver
5075 E. 74th Ave
Commerce City, Colorado 80022

Attn: James Von Steeg
Email: jvonsteeg@republicservices.com

2. Delivery of Formal Notices. Formal notices of the termination of this Agreement shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested; express mail (FedEx, UPS, or similar service) or package shipping or courier service; or by electronic delivery directed to the person identified above and copied to the Project Manager through the electronic or software system used at the City's direction for any other official communications and document transmittals. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service and electronically transmitted notices by pressing "send" or the equivalent on the email or other transmittal method sufficient to irretrievably transmit the document. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed, delivered or emailed, but such substitutions shall not be effective until actual receipt of written or electronic notification thereof through the method contained in Subsection (E)(ii).
3. Other Correspondence. Other notices and day-to-day correspondence between the Parties may be done via email directed to the Project Manager or through the electronic or software system used for work-related communications and transmittals at the City's direction.

G. Rights and Remedies Not Waived. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. The City's assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall not be deemed or taken to be a waiver of any other breach.

H. No Third-Party Beneficiaries. The Parties agree that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person or entity other than the City or Contractor receiving services or benefits under this Agreement shall be deemed an incidental beneficiary and shall not have any interest or rights under this Agreement.

I. 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.

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

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

L. 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.

M. Inurement. The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

N. Force Majeure. The Parties shall not be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the Parties. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

O. Coordination and Liaison. Contractor agrees that during the term of this Agreement it shall fully coordinate all services that it has been directed to proceed upon and shall make every reasonable effort to fully coordinate all such services as directed by the Project Manager or their authorized representative, along with any City agency, or any person or firm under contract with the City doing work which affects Contractor's work.

P. No Authority to Bind City to Contracts. Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by the City Charter and ordinances.

Q. Information Furnished by the City. The City will furnish to Contractor information concerning matters that may be necessary or useful in connection with the work to be

performed by Contractor under this Agreement. The Parties shall make good faith efforts to ensure the accuracy of information provided to the other Party; however, Contractor understands and acknowledges that the information provided by the City to Contractor may contain unintended inaccuracies. Contractor shall be responsible for the verification of the information provided to Contractor.

R. Severability. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

S. Taxes and Costs. Contractor shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

T. Environmental Requirements. Contractor, in conducting its activities under this Agreement, 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 or Special Materials and Wastes, Clean Water Act legislation, Centralized Waste Treatment Regulations, and DEN Rules and Regulations.

1. 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), per – and polyfluoroalkyl substances (PFAS), 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.
2. Contractor shall acquire all necessary federal, state and local environmental permits and comply with all applicable federal, state and local environmental permit requirements.
3. Contractor agrees to ensure that its activities under this Agreement are conducted in a manner that minimizes environmental impact through appropriate preventive measures. Contractor agrees to evaluate methods to reduce the generation and disposal of waste materials.
4. In the case of a release, spill or leak as a result of Contractor’s activities under this Agreement, Contractor shall immediately control and remediate the contaminated media to applicable federal, state and local standards. Contractor shall reimburse the City for any penalties and all costs and expenses, including without limitation

attorney's fees, incurred by the City as a result of the release or disposal by Contractor of any pollutant or hazardous material.

U. Non-Exclusive Rights. This Agreement does not create an exclusive right for Contractor to provide the services described herein at DEN. The City may, at any time, award other agreements to other contractors or consultants for the same or similar services to those described herein. In the event of a dispute between Contractor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, CEO shall determine the privileges of each party and Contractor agrees to be bound by CEO's decision.

V. Payment and Performance Bond.

1. A Payment and Performance Bond satisfactory to the City on the form required or approved by the City, in an amount not less than **Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00)** is required of the Contractor to guarantee that it will perform the work in strict accordance with the Agreement and shall pay all debts incurred under this Agreement. The Surety named in the Bond must be authorized to do business in the State of Colorado. This Bond must be either renewed annually by the Surety named in the Bond or replaced with an identical Bond covering the subsequent year of the Agreement issued by another Surety which has been approved in advance by the Project Manager.
2. Under no circumstances shall the City be liable to the Contractor for any costs incurred or payments made by the Contractor to obtain an extension of an existing Bond or a new Bond.

10. RECORD RETENTION AND OTHER STANDARD CITY PROVISIONS:

A. 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.

B. No Discrimination in Employment. In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

C. Advertising and Public Disclosures. 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 Project Manager or their authorized representative. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City,

and designs and renderings, if any, which have been accepted by the City. Contractor shall notify the Project Manager in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of Denver City Council, and the Auditor.

D. Colorado Open Records Act.

1. 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.
2. 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.

E. Examination of Records and Audits.

1. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final

payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

2. Additionally, Contractor agrees until the expiration of three (3) years after the final payment under the Agreement, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Contractor related to Contractor's performance of this Agreement, including communications or correspondence related to Contractor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.
3. In the event the City receives federal funds to be used toward the services performed under this Agreement, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Contractor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

F. Use, Possession or Sale of Alcohol or Drugs. Contractor shall cooperate and comply with the provisions of Denver Executive Order 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 barring Contractor from City facilities or participating in City operations.

G. City Smoking Policy. Contractor and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

H. Conflict of Interest.

1. Contractor and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, work, activity or conduct which would result in a conflict of interest. A conflict of interest occurs when, for example, because of the relationship between two individuals, organizations or one organization (including its subsidiaries or related organizations) performing or proposing for multiple scopes of work for the City, there is or could be in the future a lack of impartiality, impaired objectivity, an unfair advantage over one or more firms competing for the work, or a financial or other interest in other scopes of work.

2. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. If, during the course of the Agreement, the City determines that a potential conflict of interest exists or may exist, Contractor shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.
3. Contractor has a continuing duty to disclose, in writing, any actual or potential conflicts of interest including work Contractor is performing or anticipates performing for other entities on the same or interrelated project or tasks. Contractor must disclose, in writing, any corporate transactions involving other companies that Contractor knows or should know also are performing or anticipate performing work at DEN on the same or interrelated projects or tasks. In the event that Contractor fails to disclose in writing actual or potential conflicts, the CEO in their sole discretion, may terminate the Agreement for cause or for its convenience.

11. 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 DEN’s Security Office.

12. DEN SECURITY:

A. Contractor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Contractor or the City by the FAA or TSA. 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, Contractor 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. Contractor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Contractor and/or its agents will be deducted directly from the invoice for that billing period.

B. Contractor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Contractor. The fee/fine will be deducted from the invoice at time of billing.

13. FEDERAL RIGHTS:

This Agreement 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 the Airport System. As applicable, Contractor shall comply with the Standard Federal Assurances identified in Appendix.

14. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

A. Attachments. This Agreement consists of Section 1 through 16 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

- Appendix: Standard Federal Assurances
- Exhibit A: Scope of Work
- Exhibit B: Rates
- Exhibit C: Insurance
- Exhibit D: Prevailing Wage

B. Order of Precedence. In the event of an irreconcilable conflict between a provision of Section 1 through 16 and any of the listed attachments or 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:

- Appendix
- Section 1 through Section 15 hereof
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D

15. CITY EXECUTION OF AGREEMENT:

A. City Execution. 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 Contractor 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

PLANE-202476957-00
ALLIED WASTE TRANSPORTATION, 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: PLANE-202476957-00
Contractor Name: ALLIED WASTE TRANSPORTATION, INC

By:

DocuSigned by:

Bryant Thornton

861758C23907476...

Name: Bryant Thornton
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By:

Name:
(please print)

Title:
(please print)

APPENDIX NO. 1
Standard Federal Assurances and Nondiscrimination

FEDERAL AVIATION ADMINISTRATION REQUIRED CONTRACT PROVISIONS

Federal laws and regulations require that recipients of federal assistance (e.g. Airport 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,” “Tenant,” or “Consultant” means the Party of the Second Part as set forth in the Contract, Lease, or Agreement to which this Appendix is attached.

These provisions come from FAA guidance: Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, issued May 24, 2024

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed

with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

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 USC § 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 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.
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.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation

to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

EXHIBIT A DEN WASTE HAULING SERVICES

Contract 202476957-00

SCOPE OF WORK

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SECTION 1: GENERAL INFORMATION

1.1 Goals and Objectives

- 1.1.1 The City and County of Denver (City), through the Department of Aviation, operates Denver International Airport (DEN). DEN is one of the busiest airports in the United States and has a goal of being the most sustainable airport in the world. To achieve this goal, DEN needs a highly functioning sustainable materials management program consisting of industry leading waste diversion and appropriate disposal of non-recoverable materials. The Contractor will be a key partner in the design, operation, and continuous improvement of DEN's waste diversion and municipal solid waste hauling programs.
- 1.1.2 The sustainable materials management contract calls for the collection and transportation of recoverable materials as well as residual landfill bound materials generated in various areas across DEN. It also includes occasional special event collections and clean-ups. This contract also includes the provision, maintenance, repair, and replacement of all equipment provided by the contractor to perform the duties outlined in this contract
- 1.1.3 DEN's objective is to increase DEN's landfill diversion by 40% through maximizing recoverable materials. The goal is subject to change over the life of this contract.
- 1.1.4 The Contractor shall provide the maximum customer service and responsiveness to DEN's 24/7/365 operation that caters to over 80 million annual passengers.
- 1.1.5 The Contractor is required to recommend best practices in design and operations of DEN's diversion of recoverable materials and contribute to the continuous improvement of the DEN diversion program. Be an innovative and proactive partner in DEN's diversion efforts with shared interest in maximizing operational efficiency and recycling and compost collection. Collection and transportation of all trash to the Denver Arapahoe Disposal Site (DADS) landfill and other approved processing facilities for recyclables and compostables. The Contractor shall make arrangements with the landfill operator and acquire after-hours access.
- 1.1.6 The Contractor shall operate in a manner that is fully compliant with all laws and regulations, City Ordinances, Executive Orders, and DEN Rules and Regulations. Provide timely and accurate reporting of all hauled materials.
- 1.1.7 The Contractor shall implement best practices in design and operations of DEN's diversion of recoverable materials and contribute to the continuous improvement of the DEN diversion program. Be an innovative and proactive partner in DEN's diversion efforts with shared interest in maximizing operational efficiency and recycling and compost collection.

- 1.1.8 The Contractor may be required to assist DEN in the design of programs to capture recoverable waste from partners that are not currently effectively captured (such as airlines deplaned recoverable materials, concessionaires' recoverable materials, etc.), This may include the design of containers and programs specific to the DEN environment.
- 1.1.9 The Contractor is required to make recommendations on the highest and best use for all site separated recoverable materials, which takes into consideration the energy impacts, the collection methods, the end markets utilized, the products that DEN materials become, and best practices of the sustainability industry.
- 1.1.10 The Contract and Scope of Work documents contain the general outlines and details of the work encompassed by this contract. All work under the contract shall be performed in compliance with the requirements of these documents. All provisions of the contract documents are essential parts of the contract. A requirement occurring in one part is binding as though in all parts. The completion of work shall result in the efficient and effective removal of waste, recyclables, compost, and other materials as directed by DEN.

1.2 Qualifications

- 1.2.1 The City and County of Denver Department of Aviation ("DEN") attaches great importance to the ability of the contractor to perform work as specified. This concern is an acknowledgment of DEN's obligation to the traveling public, its employees, and the airline and business partner community. To ensure that this obligation is fulfilled, the requirements set forth below must be met.
 - I. The contractor shall have a minimum of five (5) years of continuous experience immediately prior to the date of submission in the provision of waste hauling services. Such services shall have been provided to an industrial, commercial, or public entity.
 - II. The contractor must provide all required vehicles, containers, and equipment to provide waste/material hauling services. Proposers shall have adequate qualified drivers to perform all services outlined in this scope of work. All work performed shall be completed in full compliance with applicable safety procedures and Occupational Safety and Health Administration ("OSHA") guidelines.
- 1.2.2 All Contractor 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. The Contractor shall be responsible for obtaining all airfield vehicle and employee permits required to operate on airport premises at no additional cost to DEN.

1.3 Definitions

- 1.3.1 (“Alternatively Fueled Vehicles”): Any vehicle that does not run exclusively on gasoline or diesel power, such as hybrid, electric, or compressed natural gas (CNG) vehicles.
- 1.3.2 (“C&D WASTE”): C&D Waste means waste generated through construction and demolition projects.
- 1.3.3 Compostable Materials: a mixture of food waste, green waste, and other materials that consist largely of organic matter that can be processed at a compost processing anaerobic digestion facility.
- 1.3.4 Contaminants: Materials that are not currently listed as designated recyclables or compostables by the City’s program.
- 1.3.5 DADS: Denver Arapahoe Disposal Site (municipal solid waste landfill)
- 1.3.6 MRF: Materials Recovery Facility where recyclable materials are sorted and shipped to markets. This is a permitted facility.
- 1.3.7 (“MSW”): Municipal solid waste
- 1.3.8 Processing Residue: Materials that are unable to be reasonably processed into usable materials.
- 1.3.9 Recyclable Material: Recyclable Material consists of any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.
- 1.3.10 Recycling Rebate: means the revenues collected from the marketing of recyclable materials accepted and processed by the Contractor that could be credited to DEN.
- 1.3.11 Rejected Load means a load of recoverable materials from DEN that consists of greater than 25% contaminants by weight and that is rejected by the MRF for processing.
- 1.3.12 Single Stream: means the process in which all designated recyclables are collected in a single container subsequently separated and processed into marketable secondary materials at a MRF.

- 1.3.13 Staging Area: means the area for staging empty back-up containers. Located south of the Fire Training Facilities located at 11345 Trussville.
- 1.3.14 Solid Waste: Solid Waste is any nonhazardous solid waste generated at City Locations that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.
- 1.3.15 Ton: means a short ton of 2,000 pounds unless otherwise specified.
- 1.3.16 The City and County of Denver: ("City")
- 1.3.17 Unacceptable Waste: (1) hazardous waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.
- 1.3.18 Hazardous Waste: Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.
- 1.3.19 The Chief Executive Officer of the City and County of Denver, Department of Aviation ("CEO")
- 1.3.20 Airport Operations Services ("AOS"): The division of the Department of Aviation that administers the waste hauling program.
- 1.3.21 Airport Operations Services Group ("AOSG"): Designated employees that have the authority and responsibility for maintaining the compliance of the Contract. This group shall ensure full compliance with all the terms and conditions contained within the Contract document, including invoice pricing.
- 1.3.22 ("AOB"): Airport Office Building
- 1.3.23 Airport Operations Services Administrator ("OSA"): The authorized representative(s) for day-to-day oversight, compliance, and administration of the services under this Agreement. The Airport Operations Services Administrator is an employee(s) of the Airport Maintenance Division.
- 1.3.24 Contract Administrator ("CA"): The Contract Administrator is responsible for managing the administrative aspects of the contract, including financial, revisions, negotiations, official correspondence, and analysis of the day-to-day operation. The CA may also monitor and inspect the performance of the work. The CA is an employee of the Airport Maintenance Division.

- 1.3.25 Airport Operations Services Coordinators ("OSC"): The Airport Operations Services Administrator may appoint OSC(s) to monitor and inspect the performance of the work. The OSC and OSA are employees of the Airport Maintenance Division.
- 1.3.26 Department of Aviation: ("DEN" or Airport")
- 1.3.27 Contractor Employee or Contractor Personnel: Contractor employee or contractor personnel shall include employees and personnel of the contractor and subcontractors, if any.
- 1.3.28 Scope of Work ("SOW"): 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.
- 1.3.29 Non-Performance Measures: Are monetary deductions from the monthly invoice amount due to the unsatisfactory performance of the work.

1.4 Exclusive Performance

- 1.4.1 The Contractor shall not perform any outside work at the Airport other than that which is defined herein, except as permitted in writing by the OSA. 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.

SECTION 2: STAFFING

2.1 Staffing Plan

- 2.1.1 The Contractor shall provide a complete employee roster to the OSA, listing the names, schedule, and route for each employee under this Contract. The list will provide the name of each employee working by shift and their status. These lists must be current and updated each time there is a change to the schedule.
- 2.1.2 The Contractor shall have sufficient qualified/licensed drivers (available, with no Department of Transportation time restrictions) to meet all requirements in the scope of work.
- 2.1.3 The Contractor must have a responsible management contact person available for calls 24 hours a day, 7 days a week.

2.2 Operating System

- 2.2.1 The Contractor shall manage all reports and deliverables within the Scope of Work through their computerized management system.

SECTION 3: TRAINING

3.1 Training Specifications

- 3.1.1 The Contractor shall provide each employee assigned to perform work under this Contract with adequate training in the duties of his/her job to perform the work competently. The Contractor will provide training in accordance with their company's training manual and airport airfield driving program which will be kept current with all/any revisions.
- 3.1.2 The Contractor will provide materials of acceptance and contamination reduction training to key DEN staff annually or more frequently as needed.
- 3.1.3 The Contractor shall maintain a training record for each employee. The training record, at a minimum, should include the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the Contract Administrator upon request. The AOSG may, from time to time, monitor the conduct of such training classes.
- 3.1.4 The City may at times provide training material such as Tornado Training, All Hazards Training and DEN specific Customer Service Training. The Contractor shall incorporate any/all DEN provided training into the Contractors Training Plan.

3.2 Customer Service Requirements

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 On-call collection requests may be fulfilled at any time
- 3.2.4 All containers shall be serviced and replaced (on-site) within two hours.
- 3.2.5 The Contractor shall provide pictures of blocked access to compactor rooms. The Contractor shall wait no more than 20 minutes before they move to the next scheduled container. The expectation is for the Contractor to return to service the skipped container once access is available.

- 3.2.6 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.
- 3.2.7 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.
- 3.2.8 Communication of any occurrence or condition that requires corrective action shall be reported to DEN personnel as soon as possible.
- 3.2.9 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.
- 3.2.10 The Contractor shall immediately notify DEN of any action that requires the implementation of a contingency plan.
- 3.2.11 The Contractor shall maintain an open line of communication between the Contractor drivers and AOS.

3.3 Employee Driver Licenses and Records

- 3.3.1 The Contractor shall review every driver's record on a quarterly basis. Drivers with five (5) points or more on their record or pending alcohol related charges against their driving record will not be allowed to drive Contractor vehicles. All drivers with an alcohol or drug related charge shall be dealt with in accordance with the provisions of Executive Order No. 94. The Contractor will supply signed documents that list the employees driving under this Contract with verified State Drivers Licenses to the Contract Administrator on a quarterly basis.

SECTION 4: EQUIPMENT AND PROPERTY

4.1 Uniforms

- 4.1.1 Contractor employees are required to wear uniforms and appropriate protective clothing while performing work under this Contract and have a neat and clean appearance. No deviations in accessories to the uniforms shall be permitted. Uniforms must display the Contractor's insignia or logo.
- 4.1.2 The Contractor shall provide employees with required personal protective equipment.

4.2 Equipment Provided By DEN

- 4.2.1 DEN and Contractor will coordinate any changes to current infrastructure and equipment in such a way that no disruption in service occurs.
 - 4.2.2 DEN will supply adequate electrical capacity and equipment to meet the needs of the Contractor's equipment.
 - 4.2.3 DEN may, during the term of this contract, purchase new compactors and power packs for the use of collecting and hauling landfill and recycling material. DEN will leverage the Contractors' buying power to make these purchases. The Contractor will invoice said equipment at cost (to include back up information) plus a 20% mark-up for installation and logistics.
 - 4.2.4 New compactors and power pack equipment shall be maintained and serviced by Republic Services and owned by DIA/DEN.
- 4.3 Equipment Provided by the Contractor
- 4.3.1 Equipment to be supplied by the Contractor includes front-end loaders, roll-offs, totes, compactors, and power units used to containerize trash, recyclables, and compost or other source separated materials. The Contractor will work with DEN to determine the best container type, container placement, and container service schedule for each location.
 - 4.3.2 Upon start of Contract Term, compactor connections and main hydraulic units shall be less than 4 years old, while containers may be up to 7 years old with DEN approval if properly maintained or refurbished. Exceptions may be made in writing upon mutual agreement between DEN and the Contractor.
 - 4.3.3 The contractor may need to work with DEN in designing and constructing special custom containers if a need arises.
 - 4.3.4 The Contractor will be responsible for supplying and maintaining all containers. The Contractor shall provide, monthly, a list of all containers currently in use to execute the scope of the contract. This includes location, size, type, collection schedule, and any space or operational restrictions related to DEN operations. The Equipment List Report will also list those containers stored for use as backup containers. This equipment list is subject to change based on the needs of DEN. DEN welcomes innovative solutions to equipment needs and leans on the equipment expertise of the contractor. The Equipment List does not include business partner containers, or those managed under separate contracts (e.g., scrap metal, grease, used oil).
 - 4.3.5 The Contractor shall also provide an initial inventory list of equipment stored at the "staging area".
 - 4.3.6 The Contractor should have a mixed fleet of alternative fuel vehicles, including CNG, hybrid, or electric. It is DEN's ambition for the Contractor to move toward a complete

fleet of alternative fuel vehicles, including CNG, hybrid, or electric during the term of this contract.

- 4.3.7 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>
- 4.3.8 The Contractor shall provide all required equipment repair and maintenance services. Repair and maintenance services will be performed by the Contractors Maintenance Technicians. The Contractor shall provide a weekly repair and maintenance summary to the OSA. All compactors and power units shall be maintained and inspected at least once per month to ensure proper operation and prevent equipment failures.

SECTION 5: MATERIALS MANAGEMENT

5.1 Recoverable Materials Collection, Transport, and Processing

- 5.1.1 This contract covers the management of recoverable materials including source separated and single-stream recyclables, compostables, and landfill bound materials. All trash is to be transported to the Denver Arapahoe Disposal Site (DADS) in accordance with the City and County of Denver's Executive Order 115 and all recyclables are to be processed at a MRF or facility that processes that specific source separated material; and organics (including wood) are to be transported to a (locally/state) permitted composting facility or anaerobic digestion. DEN prefers to utilize a composting facility that can meet the U.S. Composting Council Seal of Testing Assurance (STA) standard, but with the dynamic composting environment in Colorado and evolving guidelines, other facilities may be accepted.
- 5.1.2 A list of materials included in the contract can be found in Attachment 4.
- 5.1.3 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.
- 5.1.4 It is DEN's ambition to maximize diversion of recoverable material at all times, as is operationally feasible. These services shall include collection, transportation, processing, and possible marketing of material if needed. The services may include scheduled daily, weekly, and monthly services, on-call services, clean-up events, and special project collections. The Contractor shall be responsible for ensuring that these materials are marketed regardless of market fluctuation. Under no circumstances shall the contractor landfill or use as alternative daily cover, burn, or convert for burning any single stream

or source separated recyclables or compostable material without written approval by DEN.

- 5.1.5 DEN reserves the right to change the collection status of a material collected in a single-stream system to a source-separated system using an agreed upon rate, should management, processing, or revenue opportunities warrant such a change.
- 5.1.6 DEN reserves the right to recycle a certain commodity. If any of the following conditions apply; the contractor cannot take it, the cost is too prohibitive, or the end use is deemed by DEN not to be the highest and best use, then DEN reserves the right to find another contractor who can take that commodity and recycle it in a more effective manner.
- 5.1.7 All materials should be collected according to agreed upon schedule or as needed. 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.
- 5.1.8 DEN shall have the ability to add or remove collection locations as needed. For those containers designated for on-call collection, the Contractor shall respond to DEN's oral or written request for collection (within 24 hrs.)
- 5.1.9 The Contractor must receive prior written approval from DEN to modify any collection schedule. Failure to obtain prior approval may result in non-payment for those collections.
- 5.1.10 Any changes to the collection schedule should be recorded by the Contractor and an updated schedule sent to DEN within 3 business days of the change.
- 5.1.11 Source separated recyclables should be collected as needed on the materials stream generation.

5.2 Recoverable Material Processing

- 5.2.1 The Contractor shall select appropriate processing facility for all recoverable materials to ensure the highest possible level of recovery and best possible end use for each material that is approved by DEN. DEN reserves the right to inspect the facilities periodically.
- 5.2.2 All processing facilities shall be fully compliant with all local, state, and federal regulations and capable of processing the materials in Attachment 4 and II as well as other recyclable and compostable materials that can reasonably be foreseen to be added in the future.

- 5.2.3 The Contractor shall not store or warehouse materials in violation of health and safety standards or state accumulation regulations.
- 5.2.4 The Contractor will provide end market transparency with full disclosure and on-going reporting. The Contractor will submit current downstream markets and elaborate on beneficial uses upon DEN's request.
- 5.2.5 The Contractor will provide end market transparency with full disclosure and on-going reporting. The Contractor will submit current downstream markets and elaborate on beneficial uses upon DEN's request.
- 5.2.6 In accordance with the City's Executive Order 115, the Contractor shall transport all landfill-bound materials to the Denver Arapahoe Disposal Site (DADS) landfill or other approved disposal facility.
- 5.2.7 It shall be the Contractor's responsibility to properly identify each trash load to the landfill operator, so that DEN is billed correctly.
- 5.2.8 The Contractor shall itemize each invoice to indicate actual date(s) of service, type and size of load, weight ticket number, and DEN container location.
- 5.2.9 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.
- 5.2.10 Contractor shall make arrangements with landfill operator and acquire after-hours Access.

SECTION 6: CONTAMINATION

- 6.1.1 DEN shall be notified about any container with contamination sufficient to cause the MRF or other processing facility to downgrade or reject the load as close to the time of discovery as possible.
- 6.1.2 DEN shall be notified about any container with contamination sufficient to cause the material recovery facility to downgrade or reject the load as close to the time of discovery as possible.
- 6.1.3 The contractor must present documented evidence of all contaminated load to DEN for review. Contamination notifications should include the date of service, location of the container, estimated amount of contamination, contents of the contamination, and at least one photograph of the container showing the contamination.

- 6.1.4 If a container of single-stream or source-separated recyclables is rejected, the Contractor shall pay no revenues to DEN.
- 6.1.5 If contamination that rises to the level of rejection is identified in a compost container at DEN before it is tipped into the Contractor's vehicle, the contaminated container should not be emptied, and a contamination notification should be sent to DEN. The Contractor should make arrangements to service the container with a vehicle that will transport it to the landfill.
- 6.1.6 Any load contamination that caused the processing facility to downgrade or reject the recyclables shall be identified in the monthly contamination report with the same details as the original contamination notification.
- 6.1.7 If anything listed as an Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire pick-up that contains those items. In such situations, the Contractor shall contact the Customer, and the Customer shall promptly undertake appropriate action to ensure that such items are removed and properly disposed of by the depositor or generator of the items. Evidence of the unacceptable waste must be submitted to the OSA. In the event such items are present but not discovered until after they have been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items. The Customer shall provide reasonable assistance to the Contractor to investigate to determine the identity of the depositor or generator of those items and to collect the costs incurred by Contractor in connection with such items. Subject to the Customer's providing all such reasonable assistance to the Contractor, the Contractor shall release Customer from any liability for any such costs incurred by Contractor in connection with excluded items.

SECTION 7: RECOVERABLE MATERIALS

- 7.1.1 Should DEN add materials to the single stream recyclables lists, compostable materials lists, or as a source separated material, the Contractor shall provide the necessary containers at the locations designated by DEN. DEN and the Contractor shall negotiate a pickup/service rate if the cost to provide these services exceeds Exhibit B rates.
- 7.1.2 The Contractor may recommend the use of a sub-contractor to support the addition of recoverable materials.

SECTION 8: SOURCE SEPERATED MATERIALS

- 8.1.1 Single stream recycling is a critical component of DEN's sustainability goals, however, source separated collection of materials may be warranted in certain instances. Current examples include wooden and plastic pallets and a small-scale glass collection program. DEN shall work in collaboration with the contractor to add source separated collection, transport, processing, and marketing of source separated materials as needed.

SECTION 9: HISTORICAL DATA

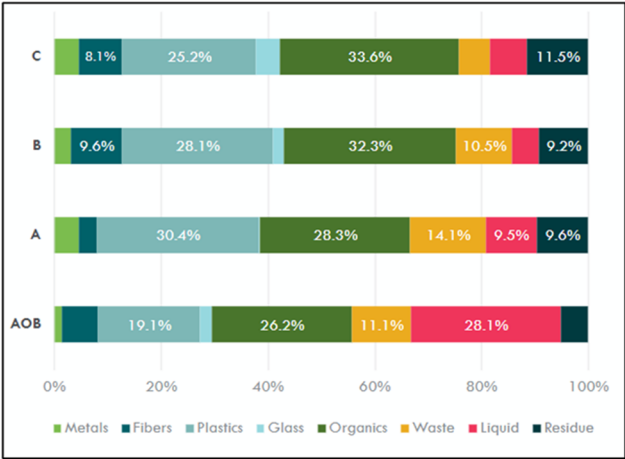
9.1.1 A summary of DEN’s trash, recyclables, and compostables quantities from 2022-2024 are listed in Table 1. The overall quantity of MSW generated is expected to increase each year alongside anticipated increases in passenger traffic. The proportion of diverted waste is also expected to increase relative to landfilled waste as a result of DEN’s waste diversion efforts, in partnership with the Contractor.

TABLE 1. HISTORICAL SOLID WASTE QUANTITIES

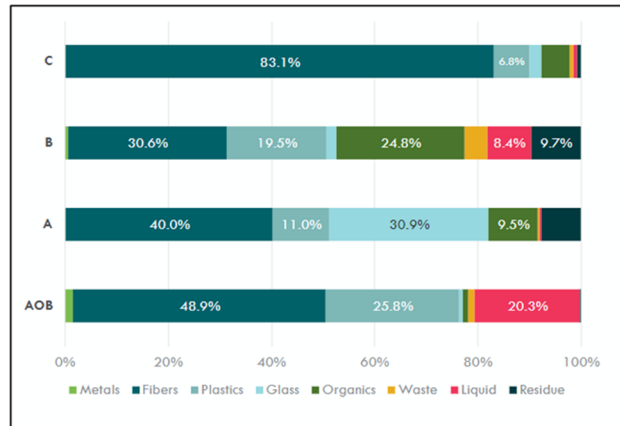
	2022	2023	2024
Landfill Tons	12,054.77	12,134.32	13,212.06
Recyclables Tons	2,514.5	2,556.98	2,606.53
Compostables Tons	334.88	464.52	638.9

9.1.2 In 2023, DEN conducted a comprehensive assessment of the landfill and recycling streams from the Airport Office Building, Terminal, and Concourses. The audit of the landfill stream revealed that 27.4% of the material being landfilled is recyclable and another 31.2% is compostable. The audit of the recycling stream revealed a 31% contamination rate, mostly from compostable and liquid waste. A detailed breakdown of the materials in both streams can be found below (Graphics 1 and 2).

GRAPHIC 1: Landfill Stream Breakdown (2023)



GRAPHIC 2: Recycling Stream Breakdown (2023)



SECTION 10: CLEAN-UP AND SPECIAL PROJECT COLLECTIONS

- 10.1.1 DEN may request additional containers and service outside of the schedule in Exhibit A Attachment V to support special events and clean-up projects throughout the life of the contract.
- 10.1.2 The Contractor may be required to provide additional containers to DEN to maximize the amount of recyclable and compostable waste generated during special events and clean-up projects. Special events shall be invoice per the costs outlined in Exhibit B Pricing.

SECTION 11: INVOICING

11.1 Invoice Specifications

- 11.1.1 Monthly invoices shall be sent in PDF format with an accompanying Excel spreadsheet for data verification. The PDF invoice shall contain the total monthly charges as well as a summary of charges broken out by location.
- 11.1.2 Invoice format changes may be required by DEN throughout the life of the contract. Contractor will endeavor to implement these changes within 30 days.
- 11.1.3 The Excel spreadsheet shall contain the following information:
 - i. A list of all container locations serviced that calendar month and their associated account numbers.
 - ii. Weight tickets from disposal site
 - iii. Waste stream type (recycling, compostables, trash, etc.)
 - iv. Container type and size

- v. Rate for container type
- vi. Hauling and processing charges for each location (as applicable)
- vii. Number of hauls that occurred at each location for the calendar month
- viii. Total weight of materials hauled from that location over the calendar month, in tons.
- ix. Contaminated hauls by location, including date and contamination composition
- x. Value of recycled commodities and per-ton rebate amount for DEN
- xi. Rebate amount for recycled commodities, per location
- xii. Total rebate amount for the calendar month across all containers/locations
- xiii. Summary tab showing each waste stream and the associated tonnage and costs/rebates
- xiv. All costs and revenues shall be reported to the nearest \$0.01.

11.1.4 It shall be the Contractor's responsibility to properly identify each trash load to the landfill operator, so that DEN is billed correctly.

11.1.5 The Contractor shall itemize each invoice to indicate actual date(s) of service, type and size of load, weight ticket number, and DEN container location.

11.2 Pricing

11.2.1 The pricing structure will include the following:

- i. Hauling of recoverable material to processing facility or landfill bound items to landfill.
- ii. Cost per pickup for each container type
- iii. Contamination fees assessed for each scenario in which contamination may be a factor.
- iv. factor.
- v. Applicable rebate amounts for recycled materials. (please see Attachment 1 for rebate examples)

SECTION 12: REPORTING

12.1.1 The complete and accurate reporting of all weights and measurements is of utmost importance to DEN. A monetary deduction shall be applied to the monthly invoice for each report not submitted to DEN by the Contractor. All weight measurements shall be obtained from scales calibrated in accordance with procedures established by applicable state and local authorities. Documentation of scale calibration shall be current and complete, and DEN may verify the accuracy of the scales at any time.

12.1.2 Contractor shall provide DEN with monthly weight and contamination reports. These may be combined into one document if that is the Contractor's preference.

12.1.3 Weight reports shall include the following information:

- i. A list of all hauls (recycling, compost, trash) for that calendar month, broken out by date and location
- ii. Waste stream type
- iii. Container type & size
- iv. Weight of contents per haul, in tons. All weights shall be reported to the nearest 0.01 ton
- v. The processing facility where the load was taken to
- vi. Scale ticket numbers for each haul
- vii. Any haul that does not have a scale ticket number listed shall not be paid for by DEN
- viii. If a load was contaminated and rejected from the processing facility, the recorded weight should be categorized as trash on the weight report
- ix. Front-end loaders will be weighed. This measurement can be taken at the disposal site, although DEN requests by location weights, if possible, with truck mounted scale.
- x. Contractor will coordinate with DEN staff, as requested, to integrate Application Programming Interface (API) of tracking software with DEN systems.

12.1.4 Contamination reports shall include the following information:

- i. Container location
- ii. Date of service
- iii. Waste stream type
- iv. Estimated amount of contamination
- v. Contamination composition
- vi. At least one photograph of the contamination

SECTION 13: CONTRACTOR WORK SPECIFICATIONS

13.1 Container Requirements and Options

- 13.1.1 Containers used to complete the Scope of Work will include but not be limited to, front-end loaders, roll-offs, totes, and compactors for the collection and transport of trash, recyclables, and compostables. All containers shall remain the property of the Contractor. Unless the contract is terminated per convenience and the equipment buyout is executed into effect.
- 13.1.2 The provision, installation, maintenance, repair, replacement, and use of all containers shall be the responsibility of the Contractor. Trash and recycling compactors located at

the AOB loading dock are specific to that location. Containers at all other designated locations shall be interchangeable, unless otherwise approved by DEN.

- 13.1.3 Containers shall always be neat and clean, free of spillage, and shall be maintained in a safe, operational, and clean condition.
- 13.1.4 An adequate number of spare units for every container type shall be available within one hour of collection.
- 13.1.5 Recycling containers shall be painted cerulean blue and trash containers shall be painted medium gray or black. Brown or green containers shall be associated with compost only. Compactor colors are subject to change by mutual agreement between the Contractor and DEN.
- 13.1.6 All containers shall be one solid color.
- 13.1.7 All containers used on the airfield shall have lids. Roll-off containers must be of gable top design with sliding doors unless specifically requested by DEN personnel.
- 13.1.8 Contractor may implement company branding on their containers.
- 13.1.9 All recycling containers shall have a universal recycling logo on each side, no less than 12 inches high.
- 13.1.10 All lettering shall be legible (e.g., white, white with black outline).
- 13.1.11 All recycling containers shall have "RECYCLING ONLY" with 8-inch font printed on all visible sides.
- 13.1.12 All recycling containers shall have "BREAK DOWN BOXES" with 8-inch font printed on all visible sides.
- 13.1.13 All landfill waste containers shall have "LANDFILL WASTE" in 8-inch font printed on all visible sides.
- 13.1.14 All compost containers shall have "COMPOST ONLY" on all visible sides.
- 13.1.15 All compost containers shall have a locking mechanism to prevent contamination. DEN is responsible for providing locks for the containers.
- 13.1.16 All containers shall have easily accessible openings for depositing materials.
- 13.1.17 All compactors shall be of steel construction and liquid tight.
- 13.1.18 Roll-offs shall be of steel construction and have a secure top in place during hauling.

- 13.1.19 Compactors shall be enclosed and have automatic starts, multi-cycle timers, photoelectric cycle controls, advance warning (three-quarter full and full) lights, anti-pileup technology where possible, and an oil heater with components compliant with pertinent American National Standards Institute and Occupational Safety and Health Administration requirements.
- 13.1.20 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.
- 13.1.21 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.
- 13.1.22 Additional container specifications may be requested by DEN.

13.2 Container Management

- 13.2.1 Spare containers shall be available. If any container is observed by the Contractor to be overweight and likely to jeopardize the Contractor's compliance with roadway weight restrictions, the Contractor shall notify DEN so DEN may prepare the container for safe hauling.
- 13.2.2 Contractor must receive prior written approval from DEN to modify any container type or location.
- 13.2.3 Contractor will submit a maintenance plan to address the requirements of this SOW as a pre-commencement date requirement.

13.3 Technology Implementation

- 13.3.1 The Contractor shall implement the use of "Republics CMMS", their digital/computerized waste management system. "Republics CMMS " has the capacity to perform the following, minimum, functions.
 - I. Time and date a container is picked up for service.
 - II. Time and date the container is returned to its location.
 - III. GPS monitoring of the container/vehicle to gauge return times
 - IV. Function to instantly report misused containers
- 13.3.2 The Airport Operations Services Group shall always have access to the Contractors live monitoring of the system.

13.4 Modifications to the Scope of Work Specifications

- 13.4.1 The Contractor agrees that the City may at any time require deletions, additions or modifications to the work without invalidating the Contract, by giving written notice thereof to the Contractor prior to the effective date of such deletions, additions, or modifications. Temporary work revisions that do not result in any change to the price to be paid by the City for the Contractor's services hereunder may be directed verbally by the OSA; otherwise, work revisions must be directed in writing and signed by the CEO or his/her designee in function in order for the Contractor to be paid for such work.
- 13.4.2 If prior to the formal issuance by the CEO or his/her designee in function of a work modification which requires a price adjustment, the Contractor and the City can agree to a contract price adjustment for the change, that agreement will be expressed in the CEO's or his/her designee work modification directive, either as a decrease or an increase to the monthly payment for routine work.
- 13.4.3 Scope of work modifications shall not increase the overall contract maximum value and may impact contract options to extend.
- 13.4.4 Additional Services may be added to the scope of work through mutual agreement between DEN and the Contractor. The addition of services shall be made in writing by the OSA prior to the commencement of the additional services. The cost for additional services shall not increase the overall maximum contract value.

13.5 Estimated Quantities

- 13.5.1 The approximate service and personnel needs outlined herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that the actual service and/or personnel 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.

13.6 Pre-commencement Date Requirements

- 13.6.1 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.
- 13.6.2 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:
 - i. Contractor's Site Manager, who shall be the primary interface between the Contractor and DEN and available 365/24/7.
 - ii. Back-up to the Contractor's Site Manager.

- iii. Equipment Inspector
- iv. Other managers as needed for roll-off, compactor, front-end loader, dispatch, repair, and other service categories.
- v. Any other emergency and routine contacts.

13.6.3 Detailed description for any proposed infrastructure improvements and other modifications, including drawings and specifications as appropriate.

13.6.4 Preventative maintenance schedule (including cleaning) for containers and other applicable equipment.

13.6.5 Detailed information on each Processing Facility to be used by the Contractor in processing and marketing recyclables and compost including:

- i. Legitimate end use for each recyclable and compostable material.
- ii. Copy of all contracts between the Contractor and any processing facilities (if facilities are not directly owned by the Contractor).
- iii. Please provide a complete description of how the rebates offered to DEN will be calculated, including any market data or indices.

13.7 Safety

13.7.1 The Contractor shall provide a detailed safety plan that includes at a minimum, a training record for each employee. The record shall include, at a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the OSA or their representative on a quarterly basis or upon his or her request.

13.8 Accident Reporting

13.8.1 The Contractor shall promptly notify the OSA of any accidents involving bodily injury to workers, building occupants, passengers, equipment, or other persons. Notification shall be made in writing on forms developed by the Contractor for this purpose.

13.9 Airport Security and Airport Security Procedures

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

- 13.9.2 The Contractor, promptly upon notice of award of this Contract, shall meet with the Airport's Security Office 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.
- 13.9.3 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 that 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.
- 13.9.4 The Contractor shall return to DEN at the expiration or termination of this Contract, or upon demand by DEN, all access keys or access badges issued to it or any subcontractor, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse DEN for all the costs for work required to prevent compromise of the Airport security system. DEN may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

13.10 Employee Conduct

- 13.10.1 The Contractor shall only use skilled, competent personnel, who are experienced and knowledgeable in waste hauling services.
- 13.10.2 The Contractor shall be responsible for the neat appearance, courtesy, efficiency, and conduct of all the Contractor's personnel at all times.
- 13.10.3 The City reserves the right to approve the Contractor's employment or appointment of any person performing work at the Airport under this Contract, if such person is deemed by the Contract Compliance Administrator to be unfit to carry out the duties of the position to which the Contractor intends to assign or has assigned such individual.
- 13.10.4 All the employees, subcontractors, and agents of the Contractor shall conduct their activities and services in a professional and customer-service-focused manner throughout the term of this contract.
- 13.10.5 Personnel shall wear a Class 2 yellow safety vest whenever they are on DEN property.
- 13.10.6 The Contractor shall remove any person under the control of the Contractor from the Airport at the City's request.

SECTION 14: CLEANING AND MAINTENANCE OF CONTRACTOR CONTAINERS AND STORAGE AREAS

- 14.1.1 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.
- 14.1.2 Contractor shall inspect compactors after each pickup/replacement to ensure that they are fully functional, and chutes are clear.
- 14.1.3 Contractor shall inspect compactors after each pickup/replacement to ensure that they are fully functional, and chutes are clear.
- 14.1.4 Contractor shall have on-call maintenance staff available to address any maintenance issues within two hours.
- 14.1.5 Compactor preventative maintenance shall be performed a minimum of twice per year and documentation of when maintenance was conducted and on which containers shall be maintained and presented to DEN upon request.
- 14.1.6 All container cleaning and equipment maintenance shall be the sole responsibility of the Contractor and provided at no cost to DEN.
- 14.1.7 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.
- 14.1.8 All on-site cleaning of oil spills/leaks shall be completed within two hours of discovery/report time.
- 14.1.9 Containers shall be thoroughly cleaned and sanitized quarterly or as requested by DEN this shall include all surfaces and appurtenances of both the container interior and exterior.
- 14.1.10 When containers are collected and replaced, they shall be free of residual debris, fluids, or offensive odors (as determined by DEN).
- 14.1.11 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 the Contractor and DEN and replaced with clean containers.

SECTION 15: HOURS OF OPERATION

15.1 Contractor Requirements

- 15.1.1 The Contractor shall be prepared to provide all required 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.
- 15.1.2 The collection of solid waste materials from the concourses shall be conducted between the hours of 10:00 pm and 7:00 am unless otherwise scheduled or authorized by DEN. Hours of operation may change based on the flight schedules and trends.
- 15.1.3 Collections of DEN solid waste may occur on the airside between 7:00 am and 10:00 pm in order to meet the operational requirements of the airport. 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.

SECTION 16: SEPERATION OF MATERIAL

16.1 DEN Expectations for the Contractor

- 16.1.1 The Contractor shall always conduct operations such that recyclables (or other source separated materials) are kept separate from all other solid waste during all phases of management.
- 16.1.2 DEN solid waste materials, regardless of the type of container collected in, shall not be commingled with materials generated by any other customers of the Contractor prior to measurement.

SECTION 17: SERVICE AREAS

- 17.1.1 The Service Area governed by the Contract shall include all areas described in the Exhibit A Attachment 6. Expansion of the service areas may occur during the contract term, based on the unit pricing provided in Exhibit B Pricing and Rates.
- 17.1.2 Expansion of services may result from:
 - i. The addition of new Service Areas or new material categories.
 - ii. The addition of new or expanded recycling services to tenants under DEN's contract.
 - iii. Changes to the existing service area.
 - iv. The addition of new collection locations for existing solid waste materials in the DEN operational areas or Common Use Areas.
 - v. The addition of new recyclables or compost.

SECTION 18: MATERIALS AUDITS

18.1 Audit Requirements

- 18.1.1 Two comprehensive materials audits shall be conducted per contract year as requested by DEN, at no cost. Additional audits shall be conducted in the case of contract extensions – one per extension.
- 18.1.2 Comprehensive is defined as airport-wide with representative samples from all collection locations during multiple sampling days.
- 18.1.3 In addition to regular comprehensive audits, the contractor shall provide a unit price for auditing one compactor, or one roll off.
- 18.1.4 Contractor shall propose a written auditing methodology (including sampling, sample size, and materials to be sorted) for review by DEN.
- 18.1.5 DEN may provide personnel to assist with management and coordination of audit. The Contractor shall submit the results of each audit. DEN will review the results of the audit. Audit is not deemed complete until DEN staff have accepted submitted results.

SECTION 19: PERFORMANCE DEDUCTIONS

19.1 Non-Performance Deductions

- 19.1.1 Based on the performance of the Contractor, the City may impose performance deductions to ensure quality performance is being obtained. Performance deductions will be applied to the monthly invoices for not meeting performance expectations. Non-performance deductions are outlined in Attachment 3 of the Scope of Work.

19.2 Damage to City Property

- 19.2.1 The Contractor shall be responsible for any property damage caused by any action of the Contractor's employees, subcontractors, agents, or equipment.
- 19.2.2 The Contractor shall submit a written report of any damages to the building, fixtures, or equipment caused by their employees within 24 hours of the incident. The Contractor shall be held liable for any damage caused by the negligence of their employees. The City reserves the right to deduct the amount for the cost of repair or replacement from the Contractor's monthly invoices or billback as determined by DEN.

Exhibit A Attachment 1: Contract 202476957-00
Recycling Rebates and Processing Fees
DIA's Material Blend

Index: PPW- SW Region 1st Edition- Regional Avg-MidWest		Proposed	
Material	Index Descriptions	Market Value (\$/ton)	Percent (By Weight)
Glass (3-Mix)	Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	(\$25.00)	1.0%
Aluminum Cans	Metals Aluminum Cans (Sorted, Baled, Clb., picked up)	\$1,700.00	0.6%
Steel Cans	Metals Steel Cans (Sorted, Baled, \$/ton, picked up)	\$170.00	0.5%
PET	Plastics PET (Baled, c/lb., picked up)	\$325.00	10.5%
HDPE, Natural	Plastics Natural HDPE (Baled, c/lb., picked up)	\$1,402.60	0.1%
HDPE, Colored	Plastics Colored HDPE (Baled, c/lb., picked up)		0.0%
Plastic, #3-#7	Plastics Comingled (#3-7, Baled, c/lb., picked up)	\$30.00	1.2%
Plastics, Mixed Rigid	Plastics Mixed Bulky Rigid (Baled, c/lb, picked up)	\$10.00	1.0%
OCC #11	Old Corrugated Containers (PS11) (\$/ton, baled, picked up)	\$55.00	40.2%
Mixed Paper	MP Mixed Paper (PS 54) (\$/ton, baled, picked up)	\$20.00	6.9%
Cartons/Aseptic			0.0%
Chip/Paperboard	Old Corrugated Containers (PS11) (\$/ton, baled, picked up)	\$55.00	1.1%
Residue	Residue	(\$62.00)	37.1%
Monthly Market Value ("MMV")			100%
			\$38.30

Tiered Rebates: Rebates will increase based on the weight of recyclable materials collected. DEN/DIA will receive 80% of the sales of material after the *tip processing fee of \$122.50 per ton is deducted from the rebate the remainder goes to DEN/DIA. The tip fee and sale of material will be a pass through from the MRF.

*Tip Processing Fee will be subject to annual adjustment as set forth below:
Republic shall increase the tip processing fee annually effective January 1, 2026 by internal policy set forth every year. DEN and Republic shall mutually agree to the annual processing fee increase not to exc

Republic may increase the tip processing fee from time to time as a result of increases in costs incurred by Republic due to (i) changes in local, state, federal or international rules, ordinances or regulations; or (ii) changes in taxes, fees or other governmental charges (other than income or real property taxes) Any of the forgoing cost adjustments may be applied retroactively to the effective date of such increase or change in cost up to 90 days. In the event of any Change in Law adjustment pursuant to this section, Republic shall supply DEN/DIA with written notice and documentation within 30 days citing the specific law and the corresponding rate adjustment resulting therefrom. Such notice shall be provided no later then concurrently with the first invoice in which such change in law adjustment is implemented and applied by the company. Any approved increase will not exceed the agreed upon annual increase of 6%.

Material audits will be conducted at a minimum quarterly bases to determine the Percent (By Weight) of material.

Scope of Work Attachment 2 Republic Software Overview

Technology Employed to Mediate Costs: Republic Services utilizes various technologies to enhance efficiency and mediate costs

- **Route Optimization Software:** This technology helps optimize collection routes, reduce fuel consumption, labor costs, and greenhouse gas emissions.
- **On-Board Truck Technology:** This includes GPS tracking, real-time data collection, and other tools that improve operational efficiency and provide valuable data for analysis.
- **Advanced Sorting Technologies:** They invest in advanced sorting technologies at their processing facilities to maximize the recovery of recyclable materials, increasing revenue and reducing disposal costs.
- **Data Analytics and Reporting Tools:** These tools allow them to track key performance indicators, identify trends, and provide detailed reports to clients, demonstrating the value of their services.
- **Customer Portals and Online Tools:** They provide online platforms for clients to access account information, request services, and track their waste management performance. In summary, Republic Services focuses on delivering cost-effective solutions by carefully analyzing each task, incorporating value-added processes, and leveraging technology to enhance efficiency and mediate costs. This approach allows them to provide comprehensive and sustainable waste management programs that meet the unique needs of their clients.

Attachment 3. Performance Measures

Standard Number	Objective	Standard	Method of Assessment	Remedy
1.	The Contractor shall respond to on-site emergency service calls within two hours (24/7/365)	As requested	Republic Services CMMS	Failure to meet the two-hour on-site response may result in a \$75.00 deduction per missed response.
2.	The Contractor shall service all containers per schedule	Daily Schedule	Digital	Failure to meet the schedule may result in a \$50.00 deduction per missed response.
3.	The Contractor shall provide all required reports as outlined in the scope of work.	Monthly or as required	The contractor shall submit all required reports per the scope of work.	The contract shall receive a deduction of \$10.00 per missing report.
4.	The Contractor shall provide a report with pictures of contamination with loads within 24 hrs. of discovery.	Submitted via email	As Discovered	The contract shall receive a deduction of \$10.00 per missing report.
5.	The Contractor shall perform all scheduled (contractor owned) equipment preventative maintenance.	Per Schedule	Monthly Preventative Maintenance Schedule	Failure to meet the preventative maintenance schedule may result in a \$50.00 deduction per missed maintenance service.
6.	The contractor will replace container (s) within two hours of scheduled pick up.	Per Daily Schedule	Republic Services CMMS	Failure to meet the two-hour on-site response may result in a \$75.00 deduction per missed response.

Attachment 4: CURRENT RECYCLABLES TABLE

MATERIALS	CATEGORIES AND DESCRIPTION
GLASS	
Glass	All colors of food and beverage containers
PLASTICS	
Plastics	Rigid plastics with recycle triangle #1 through #7 free of residual food or liquid waste
METAL	
Aluminum/Steel/Tin & Foil	Aluminum, tin, steel & bi-metal beverage & food cans, empty aerosol cans, foil/food trays
PAPER	
Corrugated Cardboard	Unwaxed/uncoated corrugated containers and boxes
Newspaper	All newspaper including inserts (glossy & otherwise)
Mixed Paper	Office paper, envelopes, junk mail, magazines & paperboard
Hot & cold cups	Paper cups with plastic lining used for hot and cold beverages. Must be free of plastic lids/straws, paper sleeves, residual liquids, and any other materials.
All other paper	Paper milk/juice cartons and tetra packs

Materials may be added or removed to the single stream or source separated list as they become viable for collection and processing, at DEN's discretion.

CURRENT ACCEPTABLE COMPOST

Food scraps from pre- and post-consumer food preparation and consumption
Waxed cardboard
Untreated wood pallets and crates
Landscaping trimmings and “green waste”
Approved Compostable packaging

Attachment 5, Estimated Schedule

The below chart is a representation of the services that will be provided by the successful Proposer.

The equipment quantity and quantity of service is an estimate and is subject to change at the discretion of DEN.

FEL - Front end Load Container

RO - Roll-off Container (containers will vary in size)

Toter - small containers for the collection of compost material (in a variety of sizes, including 32, 48, 64, and 96 gallons)

Location	Equipment Type	Equipment Quantity	Service Quantity of Service Per Month
AOB loading dock Trash	25 yd Compactor	1	27
AOB loading dock Recycle	25 yd Compactor	1	16
Gate A-46 ramp Recycle	8 yrd FEL	1	24
Gate A-46 Compost	Toter	1	12
A46 Recycling	8 yrd FEL	1	40
Gate A-73 Compost	Toter	4	20
Gate A-25 Trash	25 yd Compactor	1	5
Gate A-32 Trash	25 yd Compactor	1	10
Gate A-41 Trash	25 yd Compactor	1	18
Gate A-46 Trash	25 yd Compactor	1	13
Gate A-38 Recycle	25 yd Compactor	1	18
Gate A-32 ramp Recycle	8 yrd FEL	2	46
A-32 Compost	Toter	1	12
Gate A-70 Trash	8 yrd FEL	1	13
Gate A-70-Recycle	8 yrd FEL	1	13
Gate A-70 Compost	Toter	2	36
A39 Temp	30 yrd RO	1	1
A81 Trash	8 yrd FEL	2	26
A74 Recycle	30 yrd RO	1	8
A76 Trash	30 yrd RO	1	20
A 74 Trash	30 yrd RO	1	17
DIA A41 Recycle	30 yrd RO	1	27
Gate A-17 Recycle	25 yd Compactor	1	2
Gate A-17 Trash	25 yd Compactor	1	5
Gate B-24 Trash	25 yd Compactor	1	9
Gate B-32 Trash	25 yd Compactor	1	9
Gate B-36 Recycle	25 yd Compactor	1	14
Gate B-81 Recycle	8 yrd FEL	1	23
Gate B-81 Compost	Toter	1	12
Gate B-36 Compost	Toter	22	208
Gate B-16 Expansion Trash	25 yd Compactor	1	5
Gate B-26 North RO	30 yrd RO	1	14
Gate B-26 South RO	30 yrd RO	1	13
Gate B-39 Trash	25 yd Compactor	1	26
Gate B-44 Trash	25 yd Compactor	1	9
Gate B-52 Trash	25 yd Compactor	1	9
Gate B-81 Trash	25 yd Compactor	1	4
Gate B-24 Recycle	25 yd Compactor	1	2
Gate B-36 Recycle #2	25 yd Compactor	1	5
Gate B-39 Recycle	25 yd Compactor	1	13
Gate B-52 Recycle	25 yd Compactor	1	4
Gate B-16 Expansion Recycle	25 yd Compactor	1	5
Gate B-44 Compost	Toter	8	11
Gate C-32 Trash	25 yd Compactor	1	13
Gate C-38 ramp Recycle	8 yrd FEL	1	37
Gate C-38 Trash	25 yd Compactor	1	18
Gate C-46 Trash	25 yd Compactor	1	14
Gate C-41 Recycle	25 yd Compactor	1	9
Gate C-56 Trash	25 yd Compactor	2	9
Gate C-62 Trash	30 yrd RO	1	9
Gate C-31 Recycle	25 yd Compactor	1	2
Gate C-56 Recycle	25 yd Compactor	1	5
Gate C-62 Recycle	25 yd Compactor	1	5
IGLOO Trash	30 yrd RO	1	8
Gate C-41 Recycle	8 yrd FEL	1	18
Gate C-52 Trash	25 yd Compactor	1	5
C39 Temp	30 yrd RO	1	2
C25 Temp	30 yrd RO	1	1
Gate C24 Temp	30 yrd RO	1	1
Gate C38 Temp Recycle	30 yrd RO	1	5
Airside Employee Security Turnstile Trash	8 yrd FEL	1	9
Airside Employee Security Turnstile Recycle	8 yrd FEL	1	13

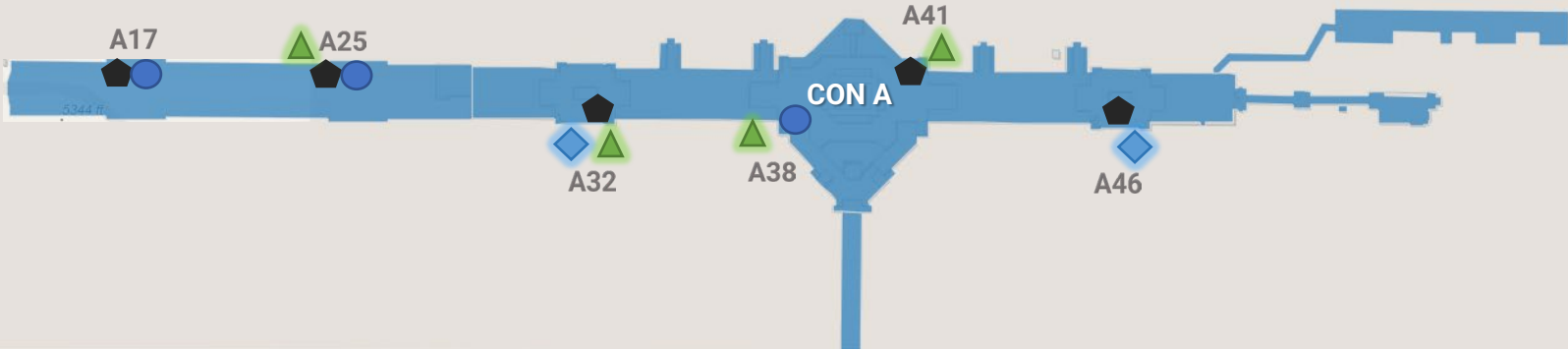
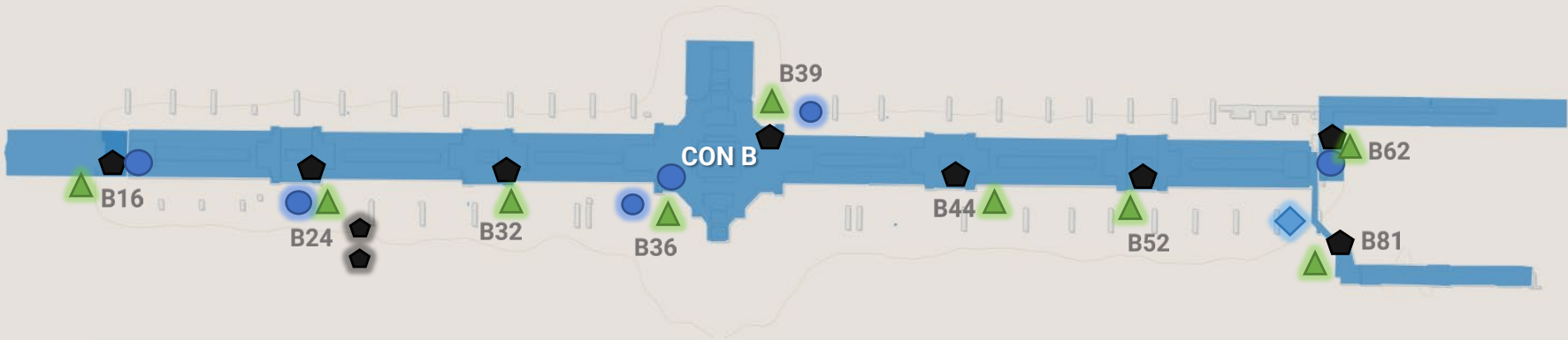
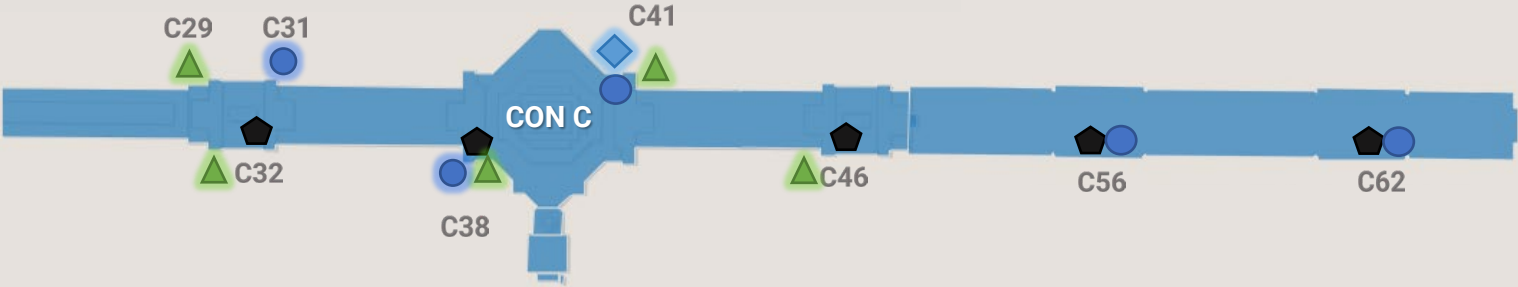
ARFF #1 (airside) Trash	8 yrd FEL	1	6
ARFF #1 (Airside) Recycle	8 yrd FEL	1	4
ARFF #2 (airside) Trash	6 yd FEL	1	5
Airside Equipment Maintenance Ctr Trash	8 yrd FEL	2	13
Airside Equipment Maintenance Ctr Recycle	8 yrd FEL	1	9
Airside Equipment Maintenance Ctr Recycle	8 yrd FEL	2	9
Airside Equipment Maintenance Ctr Trash	20 yrd RO	1	4
Airside Equipment Maintenance Ctr Trash	30 yrd RO	1	10
Airside Equipment Maintenance Ctr Trash	30 yrd RO	1	9
Joint Use Air Cargo (landside) Trash	8 yrd FEL	1	13
Joint Use Air Cargo (airside) Recycle	8 yrd FEL	1	10
USDA Office Trash	6 yd FEL	1	5
Ground Transportation Center Trash	3 yd FEL	1	9
Ground Transportation Center Trash	6 yd FEL	1	9
Ground Transportation Center Trash	3 yd FEL	1	9
Ground Transportation Center Trash	3 yd FEL	1	9
Ground Transportation Center Recycle	3 yd FEL	1	9
Ground Transportation Center Recycle	3 yd FEL	1	9
Ground Transportation Center Recycle	3 yd FEL	1	8
Ground Transportation Center Trash	6 yd FEL	1	9
Ground Transportation Center Trash	6 yd FEL	1	9
Ground Transportation Center Trash	6 yd FEL	1	9
AGTS Bombardier Train MA 3	30 yrd RO	1	5
AGTS Bombardier Train MA 3	30 yrd RO	2	5
AGTS Bombardier Train MA 3	30 yrd RO	2	1
AGTS Bombardier Train MA 3	8 yrd FEL	1	7
ARFF Training Center Trash	4 yd FEL	1	5
Electrical Department Trash	4 yd FEL	1	6
WorldPort Trash	6 yd FEL	1	8
WorldPort Recycle	8 yrd FEL	1	8
Facility Maintenance Carpenter Shop Trash	8 yrd FEL	1	5
Facility Maintenance Carpenter Shop Recycle	8 yrd FEL	1	5
West Electrical Vault Trash	8 yrd FEL	1	1
East Electrical Vault Trash	8 yrd FEL	1	1
Convent Security Trash	4 yd FEL	1	5
Bone Yard Gate #2 (concrete ramp) Trash	20 yrd RO	1	2
Police/TSA K-9 Kennel Trash	3 yd FEL	1	5
Firehouse #5 Trash	8 yrd FEL	1	5
Firehouse #5 Recycle	8 yd FEL	1	4
Joint Use Air Cargo Center	8 yrd FEL	1	9
Joint Use Air Cargo Center Recycle	8 yrd FEL	1	9
Graphics Shop Trash	3 yd FEL	1	6
JAG	3 yd FEL	1	5
JAG Recycle	3 yd FEL	1	4
ARFF #3 (airside) Trash	8 yrd FEL	1	6
ARFF #3 (Airside) Recycle	8 yrd FEL	1	5
ARFF #4 (airside) Trash	8 yrd FEL	1	5
Landside Equipment Maintenance Ctr Recycle	30 yrd RO	1	2
East Economy Parking Lot Recycle	8 yrd FEL	1	4
East Economy Parking Lot Recycle	8 yrd FEL	1	9
West Economy Parking Lot Trash	20 yrd RO	1	4
East Economy Parking Lot Trash	20 yrd RO	1	4
DIA East Economy Lot	30 yrd RO	1	5
Joint Use Air Cargo Center Recycle	40 yrd RO	1	1
Bone Yard Sand shed Trash	30 yrd RO	1	4
Bone Yard Sand shed Recycle Temp Roll Off	30 yrd RO	1	4
Bone Yard Sand shed Recycle Temp Roll Off	30 yrd RO	1	4
Bone Yard Sand shed Trash	30 yrd RO	1	2
Gate A-25 Recycle	25 yd Compactor	1	5
Gate B-62 Trash	25 yd Compactor	1	5
Gate B-62 Recycle	25 yd Compactor	1	4
DIA Wood & Plastic Boxes	30 yrd RO	1	11
DIA Wood & Plastic Boxes Wood	30 yrd RO	1	12
DIA Air Joint Wood/Swiss	30 yrd RO	3	2
West Economy Parking Lot RO	30 yrd RO	1	5
West Economy Parking Lot RO	20 yrd RO	1	1
CDL Lot - Closed 6/19/24	30 yrd RO	1	1
Fleet Maintenance	8 yrd FEL	1	5
Bone Yard Temp	30 yrd RO	3	6
Bone Yard/Sand Shed Temp	30 yrd RO	2	4
DIA Glazier Shop Temp	30 yrd RO	1	2

 Trash compactor

 Recycling compactor

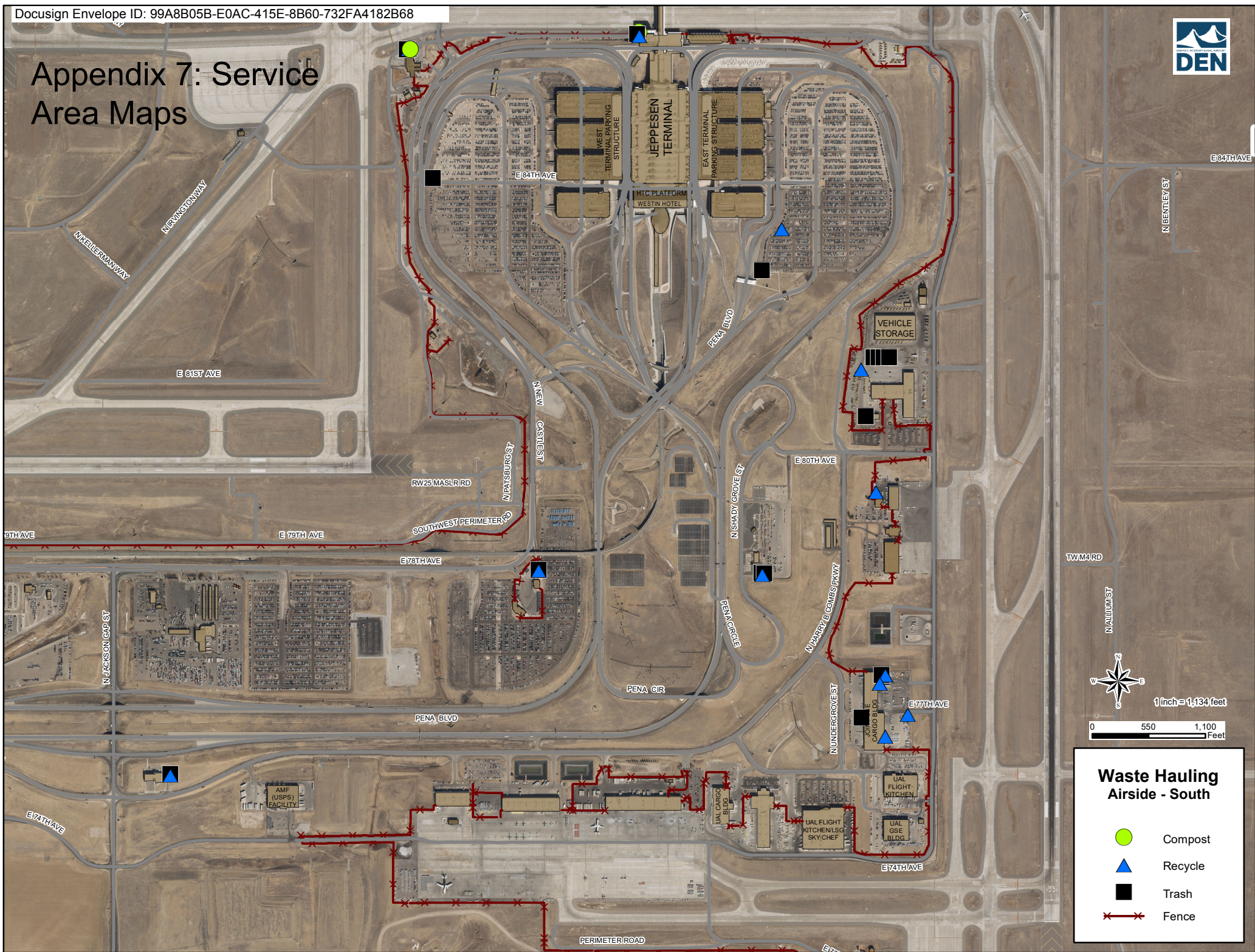
 Recycling dumpster

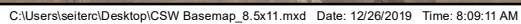
 Compost tote

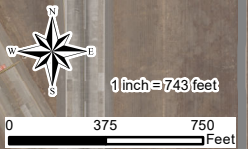




Appendix 7: Service Area Maps







**Waste Hauling
Airside - East**

	Compost
	Recycle
	Trash
	Fence



Waste Hauling Airside - West

- Compost
- Recycle
- Trash
- Fence



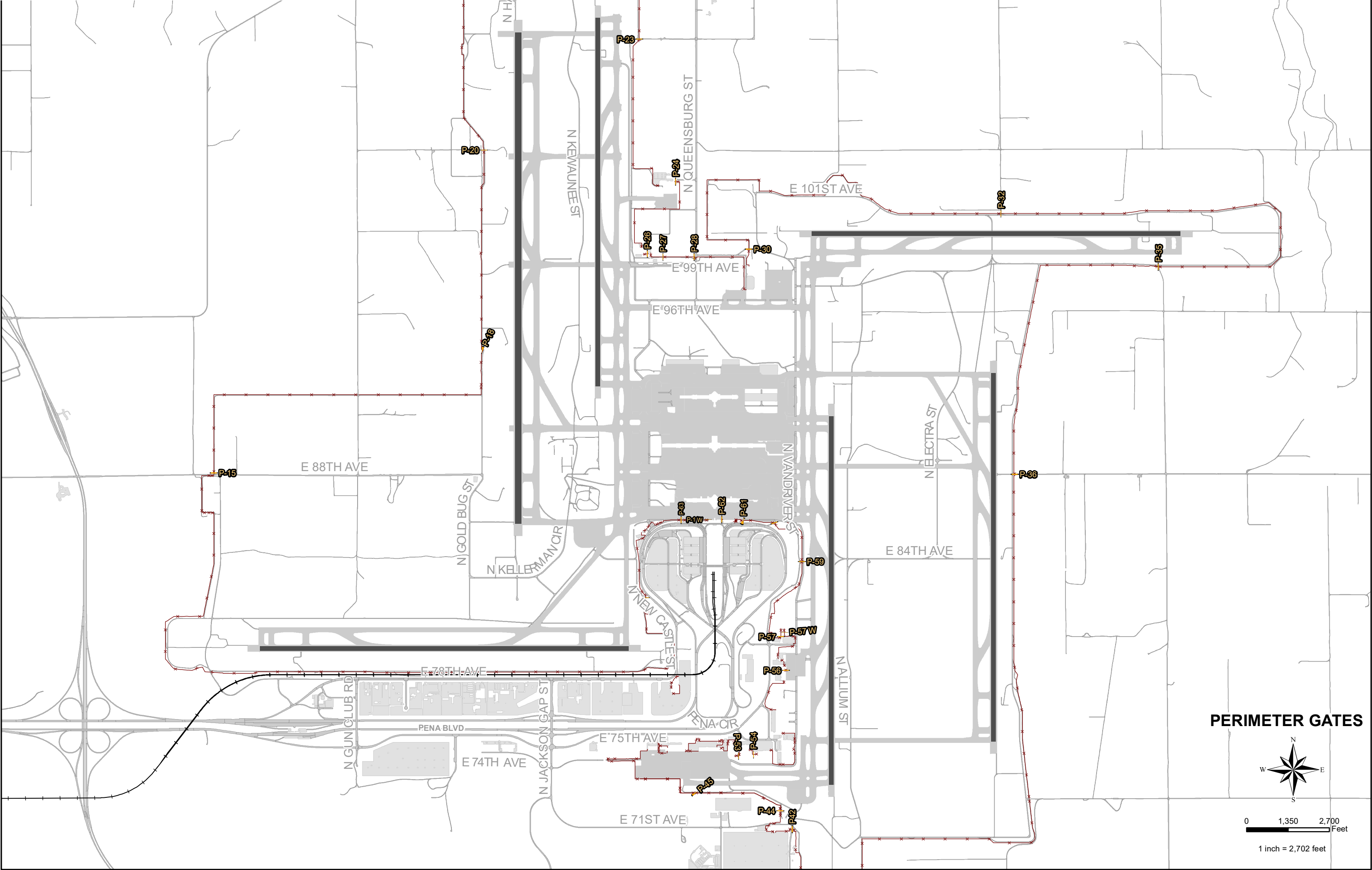


Exhibit B Pricing and Rates, Contract 202476957-00

Landfill	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Container Type	Per Unit Cost per pickup	Per Unit Cost per pickup	Per Unit Cost per pickup	Per Unit Cost per pickup	Per Unit Cost per pickup
FEL Container Non-Ramp Location	\$ 26.40	\$27.19	\$28.01	\$28.85	\$29.71
FEL Containers Air Ramp Location	\$ 56.10	\$57.78	\$59.52	\$61.30	\$63.14
Open/Gable Roll-Off Inside Airfield	\$ 237.60	\$244.73	\$252.07	\$259.63	\$267.42
Open/Gable Roll-Off Outside Airfield	\$ 225.60	\$232.37	\$239.34	\$246.52	\$253.91
Roll-Off Compactor	\$ 272.40	\$280.57	\$288.99	\$297.66	\$306.59
Roll-Off Compactor (DEN Owned)	\$ 272.40	\$280.57	\$288.99	\$297.66	\$306.59
Republic will continue to maintain and service all DEN purchased compactors and power unit equipment (to include labor, parts and consumables)					

Recycling and Rebates	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	
Container Type	Per Unit Cost per Pickup	Per Unit Cost per Pickup	Per Unit Cost per Pickup	Per Unit Cost per Pickup	Per Unit Cost per Pickup	Recycling Processing Cost
FEL Container Non-Ramp Location	\$ 26.40	\$ 27.19	\$ 28.01	\$ 28.85	\$ 29.71	122.50 a ton
FEL Containers Air Ramp Location	\$ 56.10	\$ 57.78	\$ 59.52	\$ 61.30	\$ 63.14	122.50 a ton
Open- or Gable-Top Roll-Off	\$ 237.60	\$ 244.73	\$ 252.07	\$ 259.63	\$ 267.42	122.50 a ton
Roll-Off Compactor	\$ 225.60	\$ 232.37	\$ 239.34	\$ 246.52	\$ 253.91	122.50 a ton
Roll-Off Compactor (DEN Owned)	\$ 225.60	\$ 232.37	\$ 239.34	\$ 246.52	\$ 253.91	122.50 a ton
Glass Roll-Off	\$ 350.00	\$ 360.50	\$ 371.32	\$ 382.45	\$ 393.93	
Republic will continue to maintain and service all DEN purchased compactors and power unit equipment (to include labor, parts and consumables)						

Compost	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
Container Type	Per Unit Cost per Pickup	Per Unit Cost per Pickup	Per Unit Cost per Pickup	Per Unit Cost per Pickup	Per Unit Cost per Pickup
Roll-Off Compactor	\$ 575.00	\$ 592.25	\$ 610.02	\$ 628.32	\$ 647.17
65-Gallon Toter	\$ 19.50	\$ 20.09	\$ 20.69	\$ 21.31	\$ 21.95
Wood-only Recycling Roll-Off	\$ 237.60	\$ 244.73	\$ 252.07	\$ 259.63	\$ 267.42

EXHIBIT C

CITY AND COUNTY OF DENVER INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION GOODS AND SERVICES AGREEMENT

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Peña Boulevard
Denver CO 80249
Attn/Submit to: DENCOI@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual per location aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor 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 Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance.
- c. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened

Pollution Endorsement and an MCS 90 endorsement on its policy.

- d. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
 - e. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.
3. **Workers' Compensation and Employer's Liability Insurance**
Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits 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. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.
4. **Property Insurance**
Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole, gross negligence of the City. If Contractor carries property insurance on its property located on DEN premises, a waiver of subrogation as outlined in Section F will be required from its insurer.
5. **Unmanned Aerial Vehicle (UAV) Liability:**
If Contractor desires to use drones in any aspect of its work or presence on DEN premises, the following requirements must be met prior to commencing any drone operations:
- a. Express written permission must be granted by DEN.
 - b. Express written permission must be granted by the Federal Aviation Administration (FAA).
 - c. Drone equipment must be properly registered with the FAA.
 - d. Drone operator(s) must be properly licensed by the FAA.
 - e. Contractor must maintain UAV Liability including flight coverage, personal and advertising injury liability, and hired/non-owned UAV liability for its commercial drone operations with a limit no less than \$1,000,000 combined single limit each occurrence for bodily injury and property damage.
6. **Excess/Umbrella Liability**
Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor'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.

F. Waiver of Subrogation

For all coverages required under this Agreement (excluding Professional Liability, if required), Contractor'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.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under direction of the City to perform services, this requirement is waived specific to Workers' Compensation coverage.

If Contractor and its employees performing services under this Agreement are domiciled in a monopolistic state this requirement shall not apply to Workers' Compensation policy(ies) issued by a state fund. However, Contractor understands any subrogation against the City from its state-funded Workers' Compensation insurer arising from a claim related to this Agreement shall become the responsibility of the Contractor under Section 14.01 Defense and Indemnification of this Agreement subject to the terms, conditions and limitations therein.

G. 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 required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
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. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.

7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry norm for a given policy type, claims-made coverage will 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 reporting period placed for three years (eight years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
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 an authorized representative and must be submitted to the City at the time Contractor 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 of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.
11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.

K. Applicability of ROCIP Requirements

The City and County of Denver and Denver International Airport (hereinafter referred to collectively as "DEN") has arranged for certain construction activities at DEN to be insured under an Owner Controlled Insurance Program (OCIP) or a Rolling Owner Controlled Insurance Program (ROCIP) (hereinafter collectively referred to as "ROCIP"). A ROCIP is a single insurance program that insures DEN, the Contractor and subcontractors of any tier, and other designated parties (Enrolled Parties), for work performed at the Project Site. **Work contemplated under this Agreement by Contractor is NOT included under a ROCIP program. Contractor must provide its own insurance as specified in this Agreement. If Contractor is assigned work to be conducted within a ROCIP Project Site it must comply with the provisions of the DEN ROCIP Safety Manual, which is part of the Contract Documents and which is linked below to the most recent manual.**

[DEN ROCIP Safety Manual](#)

DEN is additionally providing links to the DEN ROCIP Insurance Manual and the DEN ROCIP Claims Guide solely for Contractor's information.

[DEN ROCIP Insurance Manual](#)

[DEN ROCIP Claims Guide](#)

Notice of Change to ROCIP: DEN reserves the right to assign work per task order to a specific ROCIP

program, if more than one is active, as well as terminate or modify a DEN ROCIP or any portion thereof. Further, dependent on factors including, but not limited to, the official timing and duration of the ROCIP project for which services are provided or related to under this Agreement, DEN may need to transition from one ROCIP program to another and introduce corresponding requirements for contractors. DEN will provide Contractor notice of changes regarding a ROCIP program as applicable to Contractor's work or responsibilities under the ROCIP Safety Manual.

Exhibit D - Allied Waste, Contract 202476957-00



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

City and County of Denver

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: September 20, 2024
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Monday Sept 23, 2024**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO 20240002
Superseded General Decision No. CO 20230002
Modification No. 6
Publication Date: 9/20/2024
(10 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.29 to comply with the city's minimum wage.

"General Decision Number: CO20240002 09/20/2024

Superseded General Decision Number: CO20230002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$18.29 per hour (or
	the applicable wage rate

	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.
If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$18.29 per hour (or the
30, 2022:	applicable wage rate
listed	on this wage
determination,	if it is higher) for all
	hours spent performing on
	that contract in 2024.

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

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

Modification Number	Publication Date
0	01/05/2024
1	02/23/2024
2	07/05/2024
3	07/19/2024
4	08/02/2024
5	09/06/2024
6	09/20/2024

ASBE0028-001 07/01/2024

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 34.98	16.47

BRCO0007-004 01/01/2024

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON AND WELD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.37	12.86

BRCO0007-006 05/01/2024

EL PASO AND PUEBLO COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 32.93 14.29

* ELEC0012-011 09/01/2024

PUEBLO COUNTY

Rates Fringes

ELECTRICIAN.....\$ 33.55 15.71

ELEC0068-001 06/01/2024

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER, AND WELD COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 44.95 19.08

ELEC0111-001 09/01/2023

Rates Fringes

Line Construction:

Groundman.....\$ 24.61 21.25%+7.40

Line Equipment Operator.....\$ 39.77 21.25%+7.40

Lineman and Welder.....\$ 55.22 24.25%+7.40

* ELEC0111-007 01/01/2024

MESA COUNTY

Rates Fringes

ELECTRICIAN.....\$ 30.00 12.70

ELEC0113-002 06/01/2024

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 38.20	18.10

ENGI0009-001 05/01/2024

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 34.58	15.20
Blade: Rough.....	\$ 34.05	15.20
Bulldozer.....	\$ 34.05	15.20
Cranes: 50 tons and under..	\$ 34.77	15.20
Cranes: 51 to 90 tons.....	\$ 35.07	15.20
Cranes: 91 to 140 tons.....	\$ 36.27	15.20
Cranes: 141 tons and over...	\$ 38.63	15.20
Forklift.....	\$ 34.58	15.20
Mechanic.....	\$ 35.58	15.20
Oiler.....	\$ 34.14	15.20
Scraper: Single bowl under 40 cubic yards.....	\$ 35.20	15.20
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 35.41	15.20
Trackhoe.....	\$ 35.20	15.20

IRON 0024-009 11/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL/ORNAMENTAL..	\$ 37.23	22.76

IRON 00847 - 7/01/2023

IRONWORKER, REINFORCING ..	\$ 55.25	3.65
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LABO0086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

PLUM0003-005 06/01/2024

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 50.68	20.15

PLUM0058-002 07/01/2024

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 45.90	17.17

PLUM0058-008 07/01/2024

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 45.90	17.17

* PLUM0145-002 07/01/2024

MESA COUNTY

Rates	Fringes
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Plumbers and Pipefitters.....\$ 38.67 15.08

PLUM0208-004 06/01/2024

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 46.01	22.43

SHEE0009-002 07/01/2024

	Rates	Fringes
Sheet metal worker.....	\$ 39.47	21.83

TEAM0455-002 05/01/2024

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 26.21	4.82
Tandem/Semi and Water.....	\$ 26.84	4.82

* SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 18.29	
Carpenters:		
Form Building and Setting...	\$ 18.92 **	2.74
All Other Work.....	\$ 18.29 **	3.37
Cement Mason/Concrete Finisher...	\$ 18.29	2.85

Painters:

Brush, Roller & Spray.....	\$ 18.29 **	3.26
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Power equipment operators:

Backhoe.....	\$ 18.29 **	2.48
Front End Loader.....	\$ 18.29	3.23
Skid Loader.....	\$ 18.29 **	4.41

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

**Office of the Prevailing Wage
Administrator for Supplemental Rates
(Specific to Denver projects)
Revision Date 01-01-2024**

Classification		Base	Fringe
Laborer	Group 1	\$18.29	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$18.29	\$2.92
Laborer (Flagger)		\$18.29	\$3.80
Laborer (Landscape)		\$18.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$18.29	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications use