

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **Clear Selections Group, Inc. d/b/a/ Liberty Waste Management**, a Delaware Corporation, with its principal place of business located at 2498 S. Tejon Street, Englewood, CO 80110 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of General Services, (“Manager”) or, the Manager’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

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

3. TERM: The Agreement will commence on December 1, 2016 and will expire on December 31, 2018 (the “Term”).

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the rates set out in **Exhibit B**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the rates in Exhibit A.

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS** (\$4,500,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to

termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** 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 any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days

prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement

i. **Additional Provisions:**

- (A) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;

- (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (B) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (C) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

a. Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under 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 City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party

sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

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

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to 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.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of General Services or Designee
201 West Colfax Avenue, Dept. 1110

Denver, Colorado 80202

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

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

b. The Contractor certifies that:

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

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

c. The Contractor also agrees and represents that:

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

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

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

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

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

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

20. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and

shall register such items in the name of the City and County of Denver unless the Manager directs otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. “Proprietary Data”

shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

35. FEDERAL PROVISIONS: 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 Denver Municipal Airport System, including Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

36. AIRPORT SECURITY:

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

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

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

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

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APPENDIX NO. 1
STANDARD FEDERAL ASSURANCES

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

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

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

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

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

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

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

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

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

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

APPENDIX NO. 3
NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

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

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

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: GENRL-201631628-00

Contractor Name: LIBERTY WASTE MANAGEMENT

By: Jeffrey D. Frey

Name: Jeff Frey
(please print)

Title: Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The City and County of Denver (the City) desires provider(s) of rentable portable toilets (toilets) to meet its entire demand.

Portable toilets will need to come in two configurations and service levels. Trailer based relief stations will come in one configuration.

A.1 GROUP 1: CONFIGURATION FOR CITYWIDE SERVICE NOT INCLUDING DENVER INTERNATIONAL AIRPORT (DEN):

These units shall be used to service the entire City with the exception of DEN and DEN owned real property. This configuration and service level is as follows:

A.1.a Citywide except DEN Configuration:

- All units are to be the standard company color offered and have no advertising signage on them. Contractor's name and identification information is required. If the Contractor's means of identifying their Contractor's property is other than by unit color, such means shall be communicated in the Contractor's response to this proposal.
- Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Toilet paper shall be provided
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied
- Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet)

A.1.b Citywide except DEN Service Level:

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency
- City must be billed monthly.
- Service shall be provided within the City limits of the City and County of Denver, and all mountain parks operated by the City, excluding DEN and DEN owned real property
- The Contractor shall set up with the requesting agency (ies) a regular schedule of maintenance for toilets that are in place for a set period of time as well as for those toilets that experience a heavy volume of usage for a short period of time
- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. Contractor shall enter below the regular and after hour phone numbers.

Regular Telephone Number: 303-242-4431

After Hours Telephone Number: 303-242-4431 or 303-801-8464

Contact Person: Kim Rasder or Jeff Frey

- All damage not done by the City’s personnel shall be the responsibility of the Contractor. No charge shall be made to the City for vandalism, graffiti, accidents of third party etc.
- Cleaning service shall consist of:
 - pumping and flushing out the waste tank,
 - Thorough cleaning and disinfecting toilet bowl and seat, floor, door handle and when needed, the walls, ceiling and door,
 - adding deodorant blocks
 - replacing toilet paper to maintain adequate supply
 - removal of graffiti if necessary
 - documentation showing when last period cleaning service occurred prominently displayed
- Additional Cleaning services required:
 - Servicing two “Comfort Stations”. Specifications for the Comfort Stations are included here as exhibit ‘A’. This service is to include only the following items on a quarterly and/or at request basis: Waste removal
 - Water tank filling

All specified services must be performed every time a unit is scheduled for services

- All equipment shall be maintained in good working order as defined in Section B.1
- Contractor shall be responsible for proper removal and disposal of all trash and debris found within the vicinity of in and under unit during scheduled cleaning and service
- Cleaning service will be available seven (7) days per week, and shall be performed in accordance with schedules established by Authorized Agency Representative
- Cleaning shall specifically include removal of graffiti from toilet units. If graffiti is not removed within 24 hours or cannot be removed, the unit shall be changed-out for a clean unit by the Contractor within 24 hours or one (1) calendar day from receipt of request or identification of the need
- Contractor will be responsible for replacement damaged units. The need for replacement will be determined by the authorized City representative. Such units are to be replaced within 24 hours or one (1) calendar day from time of request or identification.
- Service Sign-Off Sheet must include the following: Line Itemization of all required services, i.e. pumping and flushing, removal of trash, sanitizing, etc. as well as Check-Off area to indicate service was done. Also, form must have Signature Line showing Date, Time, and Name of Service Provider.
- In the event of a change of Contractor, current Contractor must coordinate removal of units with City personnel to provide for complete coverage during transition period. This transition period is to be approximately thirty (30) calendar days from the date of award to new Contractor.
- No wastes are to be disposed on any City property. Contractor is responsible for the proper disposal of all wastes at an appropriately permitted facility and for ensuring compliance with all requirements of the disposal facility.
- Contractor shall be responsible for the costs of filtering out any trash/needles/etc. that may be incurred.

A.2 GROUP 2: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT (DEN):

A.2.a DEN Only Configuration:

- All units are to be the standard company color offered and have no advertising signage on them. Contractor's name and identification information is required. If the Contractor's means of identifying their Contractor's property is other than by unit color, such means shall be communicated in the Contractor's response to this proposal.
- Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Contractor shall provide toilet paper.
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied.
- Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet).
- Units must have a hand sanitizer dispenser.
- Upon request by agency units must be secured in place to avoid being blown over. The City is not responsible for additional charges due to a unit that has blown over.

A.2.b DEN Only Service Level:

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency
- City must be billed monthly.
- Service shall be provided within DEN and DEN owned real property
- The Contractor shall set up with the requesting agency (ies) a regular schedule of maintenance for toilets that are in place for a set period of time as well as for those toilets that experience a heavy volume of usage for a short period of time
- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. Contractor shall enter below the regular and after hour phone numbers.

Regular Telephone Number: 303-242-4431

After Hours Telephone Number: 303-242-4431 or 303-801-8464

Contact Person: Kim Rasder or Jeff Frey

- All damage not done by the City's personnel shall be the responsibility of the Contractor. No charge shall be made to the City for vandalism, graffiti, accidents of third party etc.
- Cleaning service shall consist of:
 - pumping and flushing out the waste tank,
 - Thorough cleaning and disinfecting toilet bowl and seat, floor, door handle and when needed, the walls, ceiling and door,
 - adding deodorant blocks
 - replacing toilet paper to maintain adequate supply
 - removal of graffiti if necessary

- documentation showing when last period cleaning service occurred prominently displayed
- Additional Cleaning services required:
 - Servicing two “Comfort Stations”. Specifications for the Comfort Stations are included here as exhibit ‘A’. This service is to include only the following items on a quarterly and/or at request basis:
 - Waste removal
 - Water tank filling

All specified services must be performed every time a unit is scheduled for services

- All equipment shall be maintained in good working order as defined in Section B.1
- Contractor shall be responsible for proper removal and disposal of all trash and debris found within the vicinity of in and under unit during scheduled cleaning and service
- Cleaning service will be available seven (7) days per week, and shall be performed in accordance with schedules established by Authorized Agency Representative
- Cleaning shall specifically include removal of graffiti from toilet units. If graffiti is not removed within 24 hours or cannot be removed, the unit shall be changed-out for a clean unit by the Contractor within 24 hours or one (1) calendar day from receipt of request or identification of the need
- Contractor will be responsible for replacement damaged units. The need for replacement will be determined by the authorized City representative. Such units are to be replaced within 24 hours or one (1) calendar day from time of request or identification.
- Service Sign-Off Sheet must include the following: Line Itemization of all required services, i.e. pumping and flushing, removal of trash, sanitizing, etc. as well as Check-Off area to indicate service was done. Also, form must have Signature Line showing Date, Time, and Name of Service Provider.
- In the event of a change of Contractor, current Contractor must coordinate removal of units with City personnel to provide for complete coverage during transition period. This transition period is to be approximately thirty (30) calendar days from the date of award to new Contractor.
- No wastes are to be disposed on any City property. Contractor is responsible for the proper disposal of all wastes at an appropriately permitted facility and for ensuring compliance with all requirements of the disposal facility.
- Contractor shall be responsible for the costs of filtering out any trash/needles/etc. that may be incurred.
- Contractor employees must wear safety vests when servicing units on the Airfield
- Delivery and Service truck drivers and personnel must be dependable and familiar with the rules and regulations of DEN, particularly as regards driving on the airfield.
- Request for toilets for special events must be filled no less than, 24 hours or one (1) calendar day prior to special event. Such requests are to come from the City in writing with the Contractor responding to the request in writing noting the receipt and compliance with such a request. E-mails are acceptable for this. The response must be submitted back to the City within four (4) hours from the time submitted.

A.2.c DEN Only Additional Service Considerations:

- Contractor personnel to be escorted by a DEN Contract Compliance Technician while on the airfield. An escort is not necessary when Contractor personnel will not be going onto the airfield. Contractor personnel must show up on scheduled days unless other arrangements have been made, due to the escort requirement.
- Contractor agrees and understands that long wait times for Contractor personnel may be incurred due to portable toilet locations that require the crossing of taxiways.
- Contractor personnel will be required to obtain a security badge.
 - See section B.10 for further information on the security badging process.
- All service providers for DEN must be badged. Contractor must have at least two service providers or service provider teams badged for DEN. This requirement prepares for a situation where one badged provider or provider team is unavailable to provide service. Contractor is to ensure that DEN has access to someone who can provide service at any time.
- Contractor personnel who are convicted felons may not provide service at DEN due to federal regulations and the inability to get a DEN badge.

A.3 GROUP 3: CONFIGURATION FOR SPECIAL EVENTS CITYWIDE NOT INCLUDING DENVER INTERNATIONAL AIRPORT:

Special Events are defined for the purposes of this agreement as any event for which the City requires portable toilets outside of the portable toilet agreements that the various City agencies will establish with the Contractor. These events may occur at any time, including on weekends.

A.3.a CITYWIDE SPECIAL EVENTS:

- All units are to be the standard company color offered and have no advertising signage on them. Contractor's name and identification information is required. If the Contractor's means of identifying their Contractor's property is other than by unit color, such means shall be communicated in the Contractor's response to this proposal.
- Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Toilet paper shall be provided
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied
- Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet)

A.3.b Citywide except DEN Service Level:

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency
- City must be billed monthly.
- Service shall be provided within the City limits of the City and County of Denver, and all mountain parks operated by the City, excluding DEN and DEN owned real property

- The Contractor shall set up with the requesting agency (ies) a regular schedule of maintenance for toilets that are in place for a set period of time as well as for those toilets that experience a heavy volume of usage for a short period of time
- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. Contractor shall enter below the regular and after hour phone numbers.
- Request for toilets for special events must be filled no less than, 24 hours or one (1) calendar day prior to special event. Such requests are to come from the City in writing with the Contractor responding to the request in writing noting the receipt and compliance with such a request. E-mails are acceptable for this. The response must be submitted back to the City within four (4) hours from the time submitted.
- Removal of the units after a special event shall be no later than two (2) hours after the end of the special event or as directed by City Personnel.
- Contractor shall not provide additional services or equipment (outside of the contracted equipment or services) without prior approval from General Services Purchasing.

A.3.c EMERGENCY CONTACT FOR SPECIAL EVENTS

Regular Telephone Number: 303-242-4431

After Hours Telephone Number: 303-242-4431 or 303-801-8464

Contact Person: Kim Rasder or Jeff Frey

A.4 GROUP 4: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT SPECIAL EVENTS:

A.4.a DEN Configuration:

- All units are to be the standard company color offered and have no advertising signage on them. Contractor's name and identification information is required. If the Contractor's means of identifying their Contractor's property is other than by unit color, such means shall be communicated in the Contractor's response to this proposal.
- Portable toilets shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Toilet paper shall be provided
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied
- Documentation showing when last cleaning service occurred shall be prominently displayed (Service Sign-off Sheet)
- Units must have a hand sanitizer dispenser
- Upon request by agency units must be secured in place to avoid being blown over. The City is not responsible for additional charges due to a unit that has blown over.

A.4.b DEN Service Level:

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency
- City must be billed monthly.
- Service shall be provided within DEN and DEN owned real property
- The Contractor shall set up with the requesting agency (ies) a regular schedule of maintenance for toilets that are in place for a set period of time as well as for those toilets that experience a heavy volume of usage for a short period of time
- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. Contractor shall enter below the regular and after hour phone numbers.

Regular Telephone Number: 303-242-4431

After Hours Telephone Number: 303-242-4431 or 303-801-8464

Contact Person: Kim Rasder or Jeff Frey

- All damage not done by the City's personnel shall be the responsibility of the Contractor. No charge shall be made to the City for vandalism, graffiti, accidents of third party etc.
- Cleaning service shall consist of:
 - pumping and flushing out the waste tank,
 - Thorough cleaning and disinfecting toilet bowl and seat, floor, door handle and when needed, the walls, ceiling and door,
 - adding deodorant blocks
 - replacing toilet paper to maintain adequate supply
 - removal of graffiti if necessary
 - documentation showing when last period cleaning service occurred prominently displayed
- Additional Cleaning services required:
 - Servicing two "Comfort Stations". Specifications for the Comfort Stations are included here as exhibit 'A'. This service is to include only the following items on a quarterly and/or at request basis: Waste removal
 - Water tank filling

All specified services must be performed every time a unit is scheduled for services

- All equipment shall be maintained in good working order as defined in Section B.1
- Contractor shall be responsible for proper removal and disposal of all trash and debris found within the vicinity of in and under unit during scheduled cleaning and service
- Cleaning service will be available seven (7) days per week, and shall be performed in accordance with schedules established by Authorized Agency Representative
- Cleaning shall specifically include removal of graffiti from toilet units. If graffiti is not removed within 24 hours or cannot be removed, the unit shall be changed-out for a clean unit by the Contractor within 24 hours or one (1) calendar day from receipt of request or identification of the need
- Contractor will be responsible for replacement damaged units. The need for replacement will be determined by the authorized City representative. Such units are to be replaced within 24 hours or one (1) calendar day from time of request or identification.

- Service Sign-Off Sheet must include the following: Line Itemization of all required services, i.e. pumping and flushing, removal of trash, sanitizing, etc. as well as Check-Off area to indicate service was done. Also, form must have Signature Line showing Date, Time, and Name of Service Provider.
- In the event of a change of Contractor, current Contractor must coordinate removal of units with City personnel to provide for complete coverage during transition period. This transition period is to be approximately thirty (30) calendar days from the date of award to new Contractor.
- No wastes are to be disposed on any City property. Contractor is responsible for the proper disposal of all wastes at an appropriately permitted facility and for ensuring compliance with all requirements of the disposal facility.
- Contractor shall be responsible for the costs of filtering out any trash/needles/etc. that may be incurred.
- Request for toilets for special events must be filled no less than, 24 hours or one (1) calendar day prior to special event. Such requests are to come from the City in writing with the Contractor responding to the request in writing noting the receipt and compliance with such a request. E-mails are acceptable for this. The response must be submitted back to the City within four (4) hours from the time submitted.

A.5 GROUP 5: CONFIGURATION FOR DENVER PUBLIC WORKS MANNED RELIEF STATIONS:

This service is for a pilot program for Denver Public Works to provide a manned Relief Station.

A.5.a PUBLIC WORKS CONFIGURATION:

- The trailer mounted mobile restrooms (Relief Stations) must be provided have three operational restroom units, one of which is fully compliant with the Americans with Disabilities Act Standards for Accessible Design, and one attendant room. The attendant room shall be large enough to accommodate the attendant and a workspace to include a chair and a countertop.
- Units must have winterization packages for year-round operation. Units shall include heating, ventilation and air conditioning (HVAC) and a water heater.
- Units shall have operational interior and exterior lighting.
- At least one baby changing table/station per trailer mounted mobile restroom shall be provided.
- All units are to be the standard company color offered and have no advertising signage on them. The City may require the unit to be wrapped with a designated design. Contractor's name and identification information is required.
- Trailer units shall have smooth, impervious, opaque shells which shall be free of splinters, sharp edges, cracks and extraneous holes and be properly vented.
- Doors to units shall open and close completely and freely and lock securely showing when a unit is occupied.
- Sharps containers (approved safe disposal boxes for used hypodermic needles) shall be mounted in each restroom.

- Unit shall have the ability to be wired for data collection technology to include, but not be limited to, door counters and exterior video surveillance.

A.5.b PUBLIC WORKS SERVICE LEVEL:

- The Contractor shall deliver units on a one (1) business day notice to various locations as identified by the requesting agency.
- Contractor shall provide support services to assure the restroom trailer system is fully operational at all times, including:
 - Filling the water tank as needed to allow the plumbing systems (faucets and toilets) to work continuously;
 - Emptying waste tanks as needed to assure continuous operation;
 - Providing “quiet” portable generators to supply necessary power for the electrical systems where none can be cost effectively provided through Xcel (water heater, heat and A/C, etc.);
 - Stocking soap for dispensers, paper products, etc., and;
 - Emptying sharps containers.
- The vicinity of the unit set up shall be kept clean and all trash or debris removed continuously.
- The Contractor shall assist in obtaining any supplies, materials and services required for the program (e.g., sharps containers for safe hypodermic needle disposal, signage, marketing materials, and other program related supplies) with reimbursement on a time and materials basis.
- Data Collection Sheets, defined by the City, shall be completed and submitted daily or as directed by City Personnel. Failure to submit these reports within the defined timelines may delay payment.
- The Contractor will also provide the City with emergency service immediately and in all cases, within six (6) hours after notification of such a request from an authorized City agency. Contractor shall enter below the regular and after hour phone numbers.
- Contractor will provide weekly deep cleans of the unit.
- Unit shall be delivered to service location and set up as determined by City personnel. The unit must be clean, in working order, and in good repair at all times. All damage and graffiti must be removed prior to deployment.
- When requested, the Contractor shall remove the unit after the end of the service day and service, empty, restock and prepare the unit for the next service day at the Contractor’s location. When requested, the Contractor shall close, secure and leave the unit in place for the next service day, and assure that the unit is serviced, emptied, restocked and prepared for the next service day.
- Service shall be provided within the City limits of the City and County of Denver.
- City must be billed monthly.

A.5.c Required Personnel:

- An attendant or attendants must be provided to manage the operations of these facilities. The attendant is required to be at the relief station at all times while the unit is operating,

unless alternative staffing arrangements have been requested and approved by City Personnel.

- Attendant(s) shall:
 - Assure that the facility and the area in the immediate vicinity is maintained in a clean and safe manner;
 - Position and maintain City approved signage in the vicinity to direct customers to the facility;
 - Track restroom usage by utilizing a City approved log/count sheet;
 - Complete online surveys (available via smart phone or tablet) of customers using the facility on at least 10% of users and to log the survey quantity in a City approved log sheet.
- The City shall not be responsible for payment for any time that the Contractor fails to attend the unit unless alternative staffing arrangements have been made.
- The Contractor shall make attendants available at agreed upon hourly rates to attend City-owned restroom facilities upon request by City Personnel.

A.6 ESTIMATED QUANTITIES:

Quantities listed are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this proposal for the contract period.

A.7 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to or picked up from various City Locations. This will include but not be limited to Denver International Airport, Red Rocks Amphitheater and All Denver Mountain Parks as needed.

A.8 DELIVERY CONSIDERATIONS:

The Contractor will be required to maintain adequate local inventories to cover normal usage by agencies of the City. Delivery of any items ordered under this proposal shall be made within 24 hours from the time the order is placed.

When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered or work performed in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party may be cancelled and awarded to the next lowest Contractor. In such case, the City and County will have the right to buy such articles at market prices for immediate delivery, and an excess in cost of same over price named hereon is to be paid by the Contractor under this contract, or deducted from any money due or hereafter coming to him.

A.9 FELONY DISQUALIFICATION:

The Contractor servicing Denver International Airport (DEN) shall not employ, retain, hire or use any individual at DEN that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the City pursuant to this proposal unless the Contractor receives prior written permission from the Director of Purchasing. The Director of Purchasing may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City and County of Denver as a condition precedent to the grant of such permission.

A.10 AIRPORT SECURITY:

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, and Contractors 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.

The Contractor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors, and Contractors 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.

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

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

A.10.a LAWS, REGULATIONS, TAXES AND PERMITS

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

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

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

A.11 COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS:

The Contractor, in conducting any activity on DEN or City property, shall comply with all applicable airport, local, state, and federal rules, regulations, statutes, laws, and orders (Environmental Requirements). In addition, these Environmental Requirements include applicable Environmental Guidelines developed for DEN's Environmental Management System (EMS), as summarized in DEN Rules and Regulations Part 180 (Environmental Guidelines and Policy available at <http://www.flydenver.com/about/administration>). These Environmental Requirements address, but are not limited to, requirements regarding the storage, use, and disposal of hazardous materials, petroleum products, solid waste, or any other substance; the National Environmental Policy Act (NEPA); and water and air quality regulations. Each entity, including subcontractors and subconsultants, providing products, goods, and/or services on behalf of DEN must be aware of the DEN Environmental Policy, significant environmental aspects, and which of these activities are relevant to the activities conducted by the entity.

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

A.12 PROCUREMENT CARDS: PAYMENT CONDITIONS:

Contractors shall have the capability of accepting the City's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment.

A.13 EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

A.14 EMERGENCY 24-HOUR SERVICES:

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:

Regular Telephone Number: 303-242-4431

After Hours Telephone Number: 303-242-4431 or 303-801-8464

Contact Person: Kim Rasder or Jeff Frey

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.

A.14.a Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

Applicable EPP considerations may factor in the evaluation process of this Proposal. Contractors are encouraged to describe any EPP attributes of the goods or services they offer to the City.

Products and services with the following attributes meet basic EPP and Office of Sustainability standards, and are favored for procurement:

- Green Seal approved products and services
- Energy Star certified equipment
- Specific Conformance to Green Seal GS-11 and GS-37 standards
- Conformance with California Code of Regulations for maximum allowable VOC content
- Conformance with SCAQMD Rule #1168, or BAAQMD Regulation 8, Rule 51
- Conformance with Carpet and Rug Institute Green Label/Green Label Plus Programs
- Product listing with the Western Regional Pollution Prevention Network
- Product listed with the Center for the New American Dream
- Disposable janitorial products conformance with USEPA Comprehensive Procurement Guidelines
- Products supplied in concentrate
- Products dispensed through automatic metering and mixing equipment
- Products with high recycled material and post-consumer waste content
- Products with minimal petrochemical content
- Highly durable / long-lasting products and applicators
- Products shipped in bulk
- Neutral pH products
- Non-flammable products

- Fragrance and dyes free products
- Proven rapid bio-, photo-, or chemical degradation
- Non-aerosol products
- Locally reusable / locally recyclable packaging
- Other characteristics that can be shown to:
 - Minimize waste
 - Minimize consumption of energy and resources
 - Minimize release of toxic compounds
 - Minimize exposure of workers and the public to pollutants

Products and services with the following attributes do not meet EPP or Office of Sustainability standards, and are discouraged from procurement under this proposal:

- Combination cleaner-disinfectants
- Products which liberate ammonia (CAS 7664-41-7)
- Products containing the following substances, except in trace amounts (< 0.1%):
 - alkylphenol ethoxylates
 - 1,4-dioxane (CAS 123-91-1)
 - Nitritotriacetic acid (CAS 139-13-9)
 - Sodium ethylenediamine tetraacetic acid (CAS 60-00-4)
 - 2-butoxyethanol or 2-butoxyethanol acetate (CAS 111-76-2, and CAS 112-07-2)
 - ethanolamine (CAS 141-43-5)
- Products containing phosphates or phosphonates in excess of 0.5% phosphorous by weight
- Products with a Flashpoint of less than 140°F
- Products with a pH of less than 2.0 or greater or than 12.5 at their least dilute working strength
- Products containing more than 20% VOCs by weight
- Products having RCRA Hazardous waste characteristics in their least dilute working strength
- Practices resulting in the air-borne dispersal of dusts and soils
- Practices which rely on volatilization of organic solvents or result in the significant generation of chemical fumes or vapors.
- Practices which prevent the capture and collection of wastewater and water-borne pollutants.
- Products whose principal ingredients are readily absorbed through skin, or cause dermal irritation or sensitization on contact, or rapidly destroy skin tissue or the mucous membranes.
- Products supplied without clearly readable labels that describe product hazards, precautions, and instructions on use and disposal.
- Products for the safe use of which workers must don specialized respiratory protection or general splash protection equipment.

The following products and services are prohibited from procurement under this proposal:

- Products containing persistent bio-accumulative toxics
- Products containing Asbestos

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

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

A.14.b Table 1: Prohibited Chemicals and Compounds

	<u>Chemical Name</u>	<i>CAS Number</i>	<i>Comments</i>
1	Arsenic	7440-38-2	
2	Arsenic, compounds of	various	
3	Barium, compounds of	various	not including alloys
4	Cadmium, compounds of	various	not including alloys
5	Carbon tetrachloride	56-23-5	
6	Chlorobenzene	108-90-7	
7	Chloroform	67-66-3	
8	Chromium, compounds of	various	not including alloys
9	1,2-Dichlorobenzene	95-50-1	
10	1,4-Dichlorobenzene	106-46-7	
11	1,2-Dichloroethane	107-06-2	
12	1,1-Dichloroethylene	75-35-4	
13	Hexachlorobenzene	118-74-11	
14	Hexachloroethane	67-72-1	
15	Hydrofluoric Acid	7664-39-3	
16	Lead, compounds of	various	not including alloys
17	Mercury, elemental	7439-97-6	not including amalgams
18	Mercury, compounds of	various	
19	Methylene chloride	75-09-2	
20	Nitrobenzene	98-95-3	
21	Pentachlorophenol	87-86-5	
22	Selenium, compounds of	various	
23	Silver, compounds of	various	not including alloys
24	Tetrachloroethylene	127-18-4	
25	1,1,1-Trichloroethane	71-55-6	
26	1,1,2-Trichloroethane	79-00-5	
27	Trichloroethylene	79-01-6	
28	2,4,5-Trichlorophenol	95-95-4	

29	2,4,6-Trichlorophenol	88-06-2	
30	Vinyl chloride	75-01-4	

A.15 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the Contractor to any other governmental jurisdiction purchasing the same products.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

A.16 OSHA GUIDELINES AND COMPLIANCE:

Fires, Spills, and Disposal

The Contractor shall comply with the Denver Fire Code, OSHA Standard 29CFR 1910.106, and best management practices accepted in industry and promoted by City municipal agencies in the worksite management and storage of products and equipment under the care of the Contractor. The Contractor, in conducting any activity on City property, shall comply with all applicable local, state, and federal rules, regulations, statutes, laws, and orders regarding water and air quality, and the storage, use, and disposal of hazardous materials, petroleum products, and other solid wastes.

OSHA Guidelines Hazardous Communications:

The Contractor shall comply with the OSHA Standard 29CFR 1910.1200 Hazardous Communications as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City upon request.

OSHA Guidelines Blood Pathogens:

The Contractor shall comply with the OSHA Standard for Blood-borne Pathogens (29 CFR1910.1030) as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of Contract acceptance and shall provide proof to the City upon request. The custodian is responsible for cleaning bodily fluid spills of a two (2) foot square area, or less. Immediately notify the Facilities Monitor or Contracts Supervisor for any bodily fluid spills larger than two (2) feet square.

A.17 PROTECTION OF PROPERTY:

The Contractor shall assume full responsibility and expense for the protection of all public and private property, structures, which are in any manner affected by the prosecution of the work or the set up/take down of the units. The Contractor shall give reasonable written notice in advance to the Department of the City having charge of any property or utilities owned by the City and to other owner or owners of public or private property or utilities when they will be affected by the work to be performed, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

A.18 CONTRACTOR PERFORMANCE MANAGEMENT:

Awarded Contractors are required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR SERVICES

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City
- Average time for job completion

EXHIBIT B: PRICING / CONTRACT ITEMS

A.1 PRICING INFORMATION:

This section shall include a description of the costs and prices. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, etc. CHANGES:

The City will not consider change orders or amendments unless it is deemed a change in the original scope of the project. All items not itemized in the pricing above which are instrumental to completing the project will be at the cost of the Contractor to supply at no additional charge to the City.

A.2 PRICING:

All prices quoted shall be firm and fixed for the specified contract period.

A.3 CONTRACT ITEMS:

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Item	Description of Unit	Description of Rental	Rental Period	Cost
GROUP 1: CONFIGURATION FOR CITYWIDE SERVICE NOT INCLUDING DENVER INTERNATIONAL AIRPORT (DEN)				
1	Standard Portable Toilet	One (1) Service Weekly (Cleaning)	Monthly	\$ 53.00
1A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 6.00
2	Standard Portable Toilet	Two (2) Services Weekly	Monthly	\$ 81.00
2A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 12.00
3	Standard Portable Toilet	Three (3) Services Weekly	Monthly	\$ 128.00
3A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 18.00
4	Standard Portable Toilet	Four (4) Services Weekly	Monthly	\$ 172.00
4A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 18.00
5	Standard Portable Toilet	Five (5) Services Weekly	Monthly	\$ 225.00
5A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
6	Standard Portable Toilet	Six (6) Services Weekly	Monthly	\$ 338.00
6A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
7	Standard Portable Toilet	Seven (7) Services Weekly	Monthly	\$ 398.00
7A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 20.00
8	Standard Portable Toilet	1 extra weekly service	Per Service	\$ 24.50
8A	Add Hand Sanitizer	Add Hand Sanitizer	Per Service	\$ 6.00
9	ADA Compliant Handicap Portable Toilet	One (1) Service Weekly	Monthly	\$ 84.00
9A	Add Hand Sanitizer	Add Hand Sanitizer	Monthly	\$ 6.00

10	ADA Compliant Handicap Portable Toilet	Two (2) Services Weekly	Monthly	\$ 116.00
10A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 12.00
11	ADA Compliant Handicap Portable Toilet	Three (3) Services Weekly	Monthly	\$ 185.00
11A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 18.00
12	ADA Compliant Handicap Portable Toilet	Four (4) Services Weekly	Monthly	\$ 226.00
12A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 18.00
13	ADA Compliant Handicap Portable Toilet	Five (5) Services Weekly	Monthly	\$ 272.00
13A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
14	ADA Compliant Handicap Portable Toilet	Six (6) Services Weekly	Monthly	\$ 368.00
14A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
15	ADA Compliant Handicap Portable Toilet	Seven (7) Services Weekly	Monthly	\$ 435.00
15A	Add Hand Santizer	Add Hand Santizer	Monthly	\$ 20.00
16	ADA Compliant Handicap Portable Toilet	1 extra weekly service	Per Service	\$ 24.50
16A	Add Hand Santizer	Add Hand Santizer	Per Service	\$ 6.00
17	Standard Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
18	Standard Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service	\$ 45.00

19	ADA Compliant Handicap Portable Toilet	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
20	ADA Compliant Handicap Portable Toilet	Emergency Cleaning (Within 6 hours)	Per Service	\$ 45.00
GROUP 2: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT (DEN):				
21	Standard Portable Toilet with Hand Sanitizer	One (1) Service Weekly (Cleaning)	Monthly	\$ 63.00
22	Standard Portable Toilet with Hand Sanitizer	Two (2) Services Weekly	Monthly	\$ 119.00
23	Standard Portable Toilet with Hand Sanitizer	Three (3) Services Weekly	Monthly	\$ 154.00
24	Standard Portable Toilet with Hand Sanitizer	Four (4) Services Weekly	Monthly	\$ 209.00
25	Standard Portable Toilet with Hand Sanitizer	Five (5) Services Weekly	Monthly	\$ 239.00
26	Standard Portable Toilet with Hand Sanitizer	Six (6) Services Weekly	Monthly	\$ 358.00
27	Standard Portable Toilet with Hand Sanitizer	Seven (7) Services Weekly	Monthly	\$ 418.00
28	Standard Portable Toilet with Hand Sanitizer	1 extra weekly service	Per Service	\$ 29.50
29	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	One (1) Service Weekly	Monthly	\$ 98.00
30	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Two (2) Services Weekly	Monthly	\$ 135.00
31	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Three (3) Services Weekly	Monthly	\$ 209.00

32	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Four (4) Services Weekly	Monthly	\$ 255.00
33	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Five (5) Services Weekly	Monthly	\$ 295.00
34	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Six (6) Services Weekly	Monthly	\$ 395.00
35	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Seven (7) Services Weekly	Monthly	\$ 465.00
36	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	1 extra weekly service	Per Service	\$ 29.50
37	Standard Portable Toilet with Hand Sanitizer	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
38	Standard Portable Toilet with Hand Sanitizer	Emergency Cleaning (Within 6 hours)	Per Service	\$ 45.00
39	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Additional Cleaning on Weekend (Scheduled)	Per Service	\$ 39.00
40	ADA Compliant Handicap Portable Toilet with Hand Sanitizer	Emergency Cleaning (Within 6 hours)	Per Service	\$ 45.00
41	DIA Comfort Station	See Exhibit "A" (estimated 5 services per year)	Per Service	\$ 225.00

GROUP 3: CONFIGURATION FOR SPECIAL EVENTS CITYWIDE NOT INCLUDING DENVER INTERNATIONAL AIRPORT:

42	Portable Toilet	One Week Service	Weekly	\$ 49.00
43	Portable Toilet	One Day Service	Daily	\$ 49.00
44	ADA Compliant Handicap Portable Toilet	One Week Service	Weekly	\$ 84.00

45	ADA Compliant Handicap Portable Toilet	One Day Service	Daily	\$ 84.00
46	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 53.00
47	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 53.00
48	Trash Box	Delivery of Trash Boxes	As Needed	\$ 9.50

GROUP 4: CONFIGURATION FOR DENVER INTERNATIONAL AIRPORT SPECIAL EVENTS

49	Portable Toilet	One Week Service	Weekly	\$ 54.00
50	Portable Toilet	One Day Service	Daily	\$ 54.00
51	ADA Compliant Handicap Portable Toilet	One Week Service	Weekly	\$ 89.00
52	ADA Compliant Handicap Portable Toilet	One Day Service	Daily	\$ 89.00
53	Free Standing Hand Wash Unit	One Week Service	Weekly	\$ 58.00
54	Free Standing Hand Wash Unit	One Day Service	Daily	\$ 58.00
55	Trash Box	Delivery of Trash Boxes	As Needed	\$ 9.50

GROUP 5: CONFIGURATION FOR DENVER PUBLIC WORKS MANNED RELIEF STATIONS:

Item Number	Description of Rental/Service	Frequency	Cost
56	Unit Rental	Monthly	\$ 2,450.00
57	Daily Attendants (Minimum of four (4) hours)	Hourly	\$ 16.85
58	Pumping Out Waste/Filling Water Tank	Per Service	\$ 120.00
59	Deep Cleans of Unit	Per Service	\$ 85.00
60	Transporation of Unit	Per Hour	\$ 75.00
61	Misc Maintannce	Per Hour	\$ 45.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This Endorsement Changes The Policy. Please Read It Carefully

BUSINESS AUTO COVERAGE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Named Insured Status for Certain Entities.

Item 1. **Who is an Insured** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
- (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented

under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respects to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings Payment

Subpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or Hire

Item 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item 2. **Towing**, of Paragraph A. **Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOLLOWING FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The insurance provided under this policy will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this policy. To the extent provisions of "underlying insurance" conflict with the provisions of this policy, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance".

There may be more than one "underlying insurance" listed in the Declarations. When provisions in those policies conflict, and are not superseded by the provisions of this policy, the provisions, exclusions and limitations of the "underlying insurance" applicable to the particular "occurrence" or offense which results in a claim or "suit" will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of SECTION IV. **COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive our right of recovery against any principal for whom the insured is operating under a written contract when such contract requires a waiver of subrogation. It is further agreed, that work commenced under a letter of intent or work order, subject to subsequent reduction to writing with customers, whose customary contracts would require a waiver, would also be included in this blanket waiver provision.

- (1) You, if you are an individual;
- (2) A partner, if you are a partner-ship;
- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

O. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item 5. **Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage From has rights to recover damages from another, those right are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

P. Insurance is Primary and Noncontributory

Subpart a. of Item 5. **Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a. This insurance is primary and noncontributory, as respects any other insurance.

Q. Other Insurance – Hired Auto Physical Damage

Subpart b. of Item 5. **Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contact in that individual "employee's" name, with your

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure To Disclose Hazards

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

S. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Tractor" means a truck with a gross vehicle weight in excess of 45,000 pounds.

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net income (Net profit of loss before income taxes that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract	As Required By Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLLUTION EXCLUSION – NAMED PERIL LIMITED EXCEPTION FOR A SHORT-TERM POLLUTION EVENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following replaces Exclusion **f.** under Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured;

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided the "short-term pollution event" would not have taken place but for a "named peril" having occurred, and you notified us of the "short-term pollution event" as soon as practicable but no more than fourteen (14) days after its ending.

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor;
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (iv) "Bodily injury" or "property damage" arising out of a "short-term pollution event" provided the "short-term pollution event" would not have taken place but for a "named peril" having occurred, and you notified us of the "short-term pollution event" as soon as practicable but no more than fourteen (14) days after its ending.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

B. The following are added to the **Definitions** Section:

1. "Named Peril" means:

- a. Lightning, windstorm or earthquake;
- b. Explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn of a tank, a vessel, machinery, equipment, or other similar apparatus or device (other than an "auto"), including any attached piping, pumps or valves, if the explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn is not caused by deterioration, corrosion, erosion, decay, rotting or wear and tear; or
- c. Vandalism or malicious mischief by someone other than an insured.

2. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:

- a. Begins during the policy period;

- b. Begins at an identified time and place;
- c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants"; and
- d. Does not originate from an "underground storage tank".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together, must satisfy Provisions **a.** through **d.** of this definition to be considered a "short-term pollution event".

- 3. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Liability Coverage is changed as follows:

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

B. Changes In Definitions

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

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

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

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

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

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