

## 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 WM Curbside LLC, a limited liability corporation, doing business at 1001 Fannin, Suite 4000, Houston, TX 77002 (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 the Department of Public Works, (“Executive Director”) or, the Executive Director’s Designee.

**2. SERVICES TO BE PERFORMED:**

**a.** In general, this is an Agreement for the Contractor to provide a Household Hazardous Waste collection program in the safest, most efficient and cost-effective manner at the least inconvenience to Denver residents with the following objectives:

(1) Maximize the number of Denver households served by the Household Hazardous Waste program within the limits of the program budget.

(2) Continue to provide safe and convenient options for residents to dispose of Household Hazardous Waste, including door-to-door collection and drop-off at a permanent facility within Denver.

(3) Maximize diversion of Household Hazardous Waste from Denver’s residential waste stream.

(4) Maximize local recycling of Household Hazardous Waste diverted from Denver’s residential waste stream.

(5) Form a cooperative partnership with Contractor to maximize public education, customer service and program monitoring.

**b.** 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 and Technical Criteria**, to the City’s satisfaction.

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

**d.** 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.

e. The Contractor shall assume possession and ownership of all Acceptable Materials (as defined in the Exhibit A) as soon as its personnel collect the household hazardous waste at an Eligible Resident's (as defined in the Exhibit A) home or accepts household hazardous waste at its facility. Any accident or spill of waste shall be the complete responsibility of the Contractor.

f. Notwithstanding anything herein to the contrary, the Contractor shall not accept any Unacceptable Material (as defined in the Exhibit A). The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor, time is of the essence.

3. **TERM:** The Agreement will commence on April 1, 2015 and will expire on March 31, 2017 (the "Term"). The Parties may agree to amend the Agreement so as to renew and continue it for additional periods of one year at the same prices, terms and conditions contained herein. No more than three (3) yearly extensions shall be made to the original Agreement.

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 the amounts set forth in the fees as set forth in **Exhibit B. Fees and Charges.**

b. Exhibit B also identifies charges that the Contractor shall directly assess to Eligible Residents as a copayment for household hazardous waste services. Contractor is responsible for collection, and may retain payment for, any such copayments.

c. The fees and charges set out in Exhibit B are for the performance of the full Scope of Work including the following:

- Insurance and certification of sub contractors
- Spill response
- Collection of material
- Special assistance
- Separation / bulking / lab packing of material
- Transportation of material to final destinations

- Recycling / fuel blending / waste disposal
- No-cost public education services
- Postage paid survey cards
- Assistance to city staff
- Program Administration
- Operation of hotline
- Creation of reports
- Tracking of survey data
- Contractor time and travel

d. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the fees and charges set forth in Exhibit B.

e. **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.

f. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$850,000.00)** (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 Executive Director.

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 above-described policies be 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 and 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 Contractor's Pollution Liability, 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, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

**i. Contractors Pollution Liability:** Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**j. Additional Provisions:**

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) 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.

(b) 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. PERFORMANCE AND PAYMENT BOND:** Contractor shall provide a payment and performance bond or, in the alternative, an irrevocable letter of credit from a local financial institution, in the amount of \$100,000.00. If a payment and performance bond is furnished, it must be executed by the owner, a general partner or, if a corporation, the secretary's signature and the seal of the corporation must be affixed. Contractor's payment and performance bond is attached hereto as **Exhibit D**.

**11. 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.

**12. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* 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.

**13. 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 Executive Director'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 Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) 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.

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

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

16. **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.

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

18. **CONFLICT OF INTEREST**:

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

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

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

Executive Director of the Department of Public Works or Designee  
201 West Colfax Avenue, Dept. 611  
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.

**20. 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.

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

**22. 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).

**23. 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.

**24. 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.

**25. 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.

**26. 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.

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

**28. 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 unless the Executive Director directs otherwise in writing. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” 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.

**29. 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.

**30. 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 Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**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:**

By: David R. Murphy

Name: David R. Murphy  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

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

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

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



## EXHIBIT A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

### A.1 DEFINITIONS:

1. **Acceptable Material:** All waste products as described or listed in Section A.2.f.2 that are generated in residential households.
2. **City:** The City and County of Denver
3. **Collection Bag:** An industrial strength plastic bag capable of holding at least 125 pounds (about 10-12 gallons of material) for use in the door-to-door HHW collection program.
4. **Contract:** The agreement properly signed and executed between the Successful Proposer and the City to fulfill the requirements as set forth in this Request for Proposal.
5. **Contractor:** The successful proposer who enters into a contract with the City.
6. **Copayment:** The payment the Contractor is responsible for collecting from residents at the time of their HHW collection appointment that is credited towards the total charge for the appointment.
7. **Door-to-Door Collection:** The Contractor's retrieval of HHW in a compliant collection bag from a residential address on the scheduled collection appointment date.
8. **Drop-off Appointment:** The scheduled appointment date and time for Contractor to receive HHW from a resident at the Contractor's permanent HHW facility.
9. **Eligible Household:** Each single family home and residential unit in a residential building of seven (7) or fewer units within the City and County of Denver is eligible once annually for the City's door-to-door collection program for household hazardous waste. Residential units in buildings with eight (8) or more units are not eligible for door-to-door collection.
10. **Hotline:** A toll free number operated by Contractor to serve the residents of the City and County of Denver to facilitate the HHW Collection Program.
11. **Household Hazardous Waste (HHW):** All waste products as described or listed in Sections A.2.f.1 and A.2.f.2 that are generated in residential households.
12. **Marketing:** The act or process of selling recyclable HHW for purchase or paying for the treatment or disposal of HHW in accordance with the resulting Contract.
13. **No-Show:** When a resident does not show up for their scheduled HHW drop-off appointment or fails to set out their collection kit for their HHW door-to-door collection.

**14. Paint Stewardship:** Colorado state program managed by Paint Care<sup>®</sup> Inc. that provides rebates for paint collected for recycling. Accepted “Program Products” include: interior and exterior latex, acrylic, water-based, alkyd, oil-based, enamel paints; deck coatings and floor paints; primers, sealers and undercoaters; stains; shellacs, lacquers, varnishes, urethanes; non-tar or bitumen-based waterproofing and repellents paints; metal coating and rust preventatives; and field and lawn paints.

**15. Resident:** A person who resides in the City and County of Denver.

**16. Special Assistance:** The assembling and packaging of an elderly or disabled eligible resident’s HHW for collection, by the Contractor.

**17. TSDF:** A treatment, storage or disposal facility.

**18. Unacceptable Material:** The material types identified in Section A.2.f.3 of this Scope of Work are not acceptable as part of the HHW program.

## **A.2 SCOPE OF WORK:**

The vendor shall fulfill the following Scope of Work:

### **A.2.a Receiving and Processing Facility:**

Contractor shall make available a permitted, enclosed temporary or permanent facility within the corporate boundaries of the City and begin receipt of HHW drop-offs and processing all HHW collected through the City’s HHW program no later than the start date of the contract (whichever occurs first). Such facility shall comply with all fire codes and all applicable legal and regulatory requirements at all times. Such facility shall provide for safe traffic flow and easy access for residents.

### **A.2.b Permanent Facility:**

No later than July 1, 2015, the Contractor shall make available a permanent, permitted, enclosed facility that meets all requirements of the preceding paragraph.

### **A.2.c Phone Hotline:**

No later than April 1, 2015 or the start date of the contract (whichever occurs first), the Contractor shall make available a 24-hour/7-day phone hotline to take calls and schedule all HHW appointments for residents.

### **A.2.d Processing Facilities:**

The Contractor shall provide all the facilities, equipment, labor and services necessary to collect, receive and process HHW.

#### A.2.e **Marketing:**

Contractor shall also market HHW for recycling or disposal.

#### A.2.f **Standard Operating Procedures:**

The Contractor shall comply with the following standard operating procedures at all times during the term of the Contract:

- 1) The City program is designed for residential use only. HHW items must be derived from retail sales to the general public. Furthermore, items must relate to reasonable activities of a homeowner and resident such as: car and boat care, yard and garden care, pool care, home maintenance, health care, recreation, hobbies and crafts. The Contractor shall reject wastes that derive from commercial activity including commercial home improvement contractors. Contractor shall reject containers larger than 5 gallons and the Contractor will notify the City of suspicious appointment requests before making those appointments.
- 2) The Contractor, through door-to-door and drop-off appointments, shall accept discarded chemical products which are described as follows:
  - A. Liquid Petroleum products
  - B. Petroleum and synthetic greases and lubricants
  - C. All other liquids which by nature of their principal components are flammable or combustible, including viscous liquids, gels, or pastes, and liquids meeting 6 CCR 1007-3 261.21 (Code of Colorado Regulations)
  - D. Chlorinated solvents and dry-cleaning compounds
  - E. Corrosive liquids and gels, and items meeting the definitions in 6 CCR 1007-3 261.22
  - F. Reactive chemicals which can generate heat or toxic vapors per 6 CCR 1007-3 261.23
  - G. Organic and inorganic liquids and solids that would exhibit characteristics of toxicity per the definitions in 6 CCR 1007-3 261.24
  - H. Materials among whose active ingredients are any of the chemicals listed in 6 CCR 1007-3 261.33 (RCRA U and P listed wastes)
  - I. Pesticides
  - J. Mercury containing devices

- K. Mercury arc, mercury vapor, metal vapor, and sodium vapor lamps
- L. Oxidizers per USDOT regulations at 49 CFR 173.127 and 173.128
- M. Special wastes: latex paint, antifreeze engine coolant, automotive batteries, sealed lead-acid batteries, nickel-cadmium batteries, aerosol cans containing any of the products above, and collected free mercury.

**HHW Acceptable for Collection Includes the Following Items:**

The quantity of material that can be collected at any one time is limited to the items that can be placed inside the kit bag and shall. Materials that can be placed outside the kit bag and collected include:

- Up to five (5) vehicle batteries, five (5) fluorescent tubes and/or compact fluorescent lamps. Fluorescent tubes must be placed in original sheaths and/or taped together.
- Electronics – Either one (1) television or one computer system consisting of one (1) each: CPU/tower, laptop, monitor, keyboard, mouse, and desktop printer.

**Automotive Products**

- Antifreeze
- Brake fluid
- Cleaners
- Diesel fuel and Gasoline (must be placed in container designed and sold for the containment and transportation of fuel, 10 gallon maximum)
- Hydraulic fluid
- Gasoline
- Motor oil
- Used oil filters
- Transmission fluid
- Waxes and polishes
- Windshield washer fluid
- Vehicle batteries

**Compact Fluorescent Lamps (CFL)**

Electronics (Electronics will be included at no additional fee to the residents for one television or one computer system. The collection of electronics must be accompanied by other acceptable materials. No collections of electronic only appointments will be approved.)

- Television
- Computer, laptop and/or tower
- Computer monitor
- Keyboard
- Mouse

#### Flammable and Combustible materials

- Kerosene
- Solvent
- Certain cleaners

#### Fluorescent tubes

#### Household Cleaners

- Ammonia
- Carpet and upholstery cleaner
- Drain cleaner
- Floor stripper
- Tile and shower cleaner
- Rust remover

#### Garden Chemicals

- Insecticides
- Weed killers
- Fertilizers
- Herbicides
- Pesticides

Mercury Containing Devices (A normal collection should allow for up to one (1) ounce of mercury. The Contractor shall not collect any mercury in excess of one (1) ounce without prior approval from the City.)

- Thermostat
- Thermometer
- Switches

#### Miscellaneous Chemicals

- Household batteries
- Hobby glue

#### Paint Products

- Artiste paint
- Caulk
- Oil-based paint
- Latex paint
- Stripper
- Stain
- Sealer
- Wood preservatives

#### Swimming Pool Chemicals

- Chlorine tablets and liquid
- Pool acid
- Stabilizer

**Contractor may collect but shall encourage individuals to use local commercial facilities to recycle the following HHW items:**

• motor oil	• other electronic appliances
• fluorescent light bulbs	• antifreeze
• compact fluorescent light bulbs	• auto batteries
• sodium or HID light bulbs	• used motor oil filters
• computers	• household batteries
• televisions	

**Contractor may collect but shall encourage individuals to use local PaintCare<sup>®</sup> drop-off sites to recycle the following HHW items that are covered by the Colorado Paint Stewardship law.**

• interior and exterior architectural paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)	• waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based)
• deck coatings, floor paints (including elastomeric)	• metal coatings, rust preventatives
• primers, sealers, undercoaters	• field and lawn paints
• stains	• shellacs, lacquers, varnishes, urethanes (single component)

3) The following materials are NOT acceptable for HHW collection:

**NOT acceptable HHW:**

• laboratory reagents	• explosives or ammunition
• refrigerants	• unstable chemicals
• asbestos containing materials	• radioactive materials
• USDEA controlled substances	• compressed or bottled gases
• fireworks or flares	• leaking containers or empty containers containing residues only
• flares	• commercial cleaners
• medicines or pharmaceuticals	• biological waste
• pressurized cylinders	• unknown or unlabeled materials
• construction, trash or food waste	• tires
• containers over 5 gallons	• smoke detectors
• elemental mercury	• lamp fixtures



4) **Vehicles:** The Contractor shall make available at all times during the duration of this Agreement a sufficient number of appropriate commercial vehicles to operate collection program described herein.

5) **Customer Service:** The Contractor shall provide all customer service functions including operating a 24-hour phone hotline staffed from 5 a.m. to 5 p.m. (PST) Monday through Friday, with voice messaging capabilities for after hours and weekends, for clarifying program guidelines with residents, handling complaints and scheduling appointments. The Contractor shall respond to inquiries and requests left after hours, by the end of the next business day.

Contractor's phone hotline operators shall:

- Use a database provided by the City to determine eligibility for participation.
- Confirm residents meet program criteria and inform them of the required copayment prior to scheduling an appointment.
- Document contact information and HHW inventory for each program participant.
- Return all voice messages from residents by the close of the next business day.
- Provide their name and / or direct line when leaving a resident a message.
- Direct residents to local retail drop sites for recyclable HHW and proper disposal methods as needed and document those referrals.
- Be knowledgeable of the Paint Stewardship law and direct residents to PaintCare® drop-off sites.
- Maintain bilingual operators (English/Spanish) to assist residents that speak or comprehend limited English.

6) **Scheduling:** The Contractor shall provide eligible residents with a door-to-door collection within two (2) weeks of receiving the eligible resident's collection request via the hotline. Residents shall be offered the soonest collection date, but if requested they can be provided a later collection date. The Contractor shall provide residents a drop-off appointment within one (1) week of receiving a resident's request and will make a best effort to provide appointments within three (3) days of requests in cases of emergency.

7) **Website:** The Contractor shall maintain a website ([www.WMATYOURDOOR.COM](http://www.WMATYOURDOOR.COM)) that provides basic information about the services they provide, as well as an option for citizens to schedule a door-to-door pick-up or drop-off appointment online.

8) **Paint:** The Contractor shall not schedule or collect any Paint Stewardship law covered material-only appointments. Contractor shall direct residents that have only materials covered by the Paint Stewardship law to local PaintCare® drop-off sites. However, materials covered through the Paint Stewardship law shall be accepted in combination with other HHW through door-to-door collections and drop-off appointments. For all materials covered by the Paint Stewardship program contractor shall inform City of Denver the Paint Rebate amount they are scheduled to receive from PaintCare®.

9) **Collection Kit:** The Contractor shall supply a Collection Kit in advance in a timely manner to all eligible residents scheduling door-to-door collections. The Collection Kit must include instructions to ensure that eligible residents are prepared to safely set their HHW out for collection. The Collection Kit must also include a collection bag, a survey card, plastic ties, and labels for labeling materials. The Collection Bag shall be a clear bag designed to prevent leaking. The Collection Bag shall be made of at least four millimeter (4-mil) industrial strength plastic, shall bear a sticker that identifies it as the property of the Contractor, and hold a minimum of 10 to 12 gallons.

10) **Audit Tags:** The Contractor shall leave an audit tag door hanger for uncompleted pick-ups for packages that don't meet the program criteria. The door hanger shall be left at the home, with the reason for non-acceptance indicated. Audit tag format must be approved by the City prior to use. Reasons for uncompleted pick-ups may include, but are not limited to, the following:

- Materials set out are not on the approved list of items
- More material is set out than allowed and eligible resident has not pre-arranged for payment of the extra materials. In this instance, only the additional materials will be left.
- Materials set out do not meet the minimum weight requirement or minimum three types of materials

If it is determined that the material is unacceptable, the material shall be left at the resident's location. If possible, Contractor shall leave it inside the collection kit bag. The Contractor shall secure the collection kit bag using a new plastic tie.

11) **Copayment:** The Contractor shall collect a \$15 copayment from each resident at the time of or prior to, the HHW collection appointment. If a resident fails to provide a copayment, then the Contractor shall complete the scheduled HHW collection and collect the copayment from the resident at a later date.

The Contractor shall provide three options for residents to make a payment: by credit card via the call center; by leaving a check or money order with the collection kit bag; and by mailing a payment to the Contractor's accounting department.

The City may adjust the copayment for any amount between \$0 and \$20. If the copayment amount is adjusted, the amount paid by the City to the contractor will be adjusted, either up or down. The total cost per pick-up will remain the same. (i.e. if the copayment is reduced, the amount paid to the contractor by the City shall be increased the same amount).

11.5) **City Payments to the Vendor:** The vendor shall bill the City for the total cost of the pickup minus the amount of the copayment. Should vendor fail to collect the copayment, the amount paid by the City will not increase, but shall continue to be the total cost minus what the copayment should have been.

12) **Cancellations and/or No-Shows:** The Contractor shall not charge any fee to residents or City for cancellations. The Contractor shall not charge any fee to residents or City for no-shows (no material set out for collection) at first collection attempt. The City shall only be invoiced and pay for completed collections.

12.5) **Pre-Paid Credit Card Appointments:** The Contractor shall contact residents that had a no-show and a pre-paid over the phone credit card payment to schedule a second visit. In the event of a no-show on a second appointment collection attempt, the resident forfeits the copayment amount to the contractor.

13) **Door-to-Door Collections:** The Contractor shall utilize door-to-door appointments for all possible HHW collections for eligible households. The Contractor shall provide door-to-door collections for eligible households anywhere within the City. Eligible households shall not be required to be home at the time of their appointment. The Contractor shall provide up to 15 minutes of special assistance to seniors or disabled eligible households that require help gathering their HHW. Residents must request special assistance when scheduling their appointment.

On the established pickup date, a service technician shall arrive at the residence during the day, inspect the material for eligible items, and package the material based upon hazardous classification. For eligible households in multifamily dwellings with up to seven (7) units, materials shall be collected at a mutually agreed upon ground level location.

Eligible households are only allowed one door-to-door collection per calendar year. Contractor is responsible for tracking and verifying usage by residents.

Contractor shall provide appointments for collection of HHW of a minimum of 25 pounds or three (3) different types of items up to a maximum of 125 pounds, all of which must be contained within one (1) collection bag. The three (3) different types of items may include any combination of items described or listed in Sections A.2.f.1, with the exception of household batteries. Household batteries are accepted, but will not count towards one of the three (3) different types of items minimum to schedule an appointment.

14) **Drop-off Appointments:** The Contractor will offer drop-off appointments only to residents residing in multi-family buildings of more than seven (7) units or under rare circumstance, such as an eviction or unplanned move, where an eligible household can't wait for a door-to-door collection. The Contractor will accept all drop-off appointments only at the Contractor's Denver permanent facility. Drop-off appointments shall be available on Tuesdays and/or Thursdays between 9:00 a.m. and 11:00 a.m. A 125 pound limit is imposed on drop-offs.

Eligible Households and Denver residents are only allowed one drop-off appointment per calendar year. Eligible Households may not have a drop-off appointment and a door-to-door collection within the same calendar year; they may only use one or the other.

15) **Processing HHW:** All HHW collected from residents shall be processed at the Contractor's Denver facility. From there, the Contractor will send all HHW to the appropriate domestic licensed facility for recycling and/or disposal. The Contractor shall be responsible for ensuring all facilities used for recycling and/or disposal are in compliance with all applicable laws (federal, state and local) and that they are handling the materials as they claim. The Contractor shall not cause or allow any hazardous waste, any liquids, or any toxic substances to be taken to a solid waste landfill. Written approval from the Manager of the Department of Environmental Health is required prior to shipping any HHW to a non-domestic TSDf or for exporting materials for market.

16) **Records:** The contractor shall collect and keep all records of waste transport, waste treatment and disposal including manifests, bills of lading, weight tickets, receipts, land disposal restriction notices, Certificates of Disposal or Recycling, waste profiles and waste characterization data. Upon request, Contractor shall provide copies of any such records pertaining to services provided on behalf of the City. The City reserves the right to withhold payment of invoices until such required legal records are made available to the City.

17) **Program Tracking/Monitoring:** The Contractor shall make reasonable efforts to track the weights and/or volumes of all HHW collected through the City's HHW program. The Contractor shall inventory and document all HHW types and units or volumes of each HHW type collected per appointment and use standardized calculations approved by the City, for estimating the weight of all HHW collected.

18) **Survey Cards:** The Contractor shall provide a postage paid survey card with each Collection Kit that eligible residents can fill out and mail directly to the City. Survey cards will be designed to help measure customer service satisfaction by each participant. (See Attachment A for sample of survey card.) Once the City reviews the submitted cards, they will be sent to the Contractor for tracking.

19) **Program Reporting:** At the end of each month, the Contractor will email the City daily reports for each collection day for that month. Daily reports will include contact information for each resident provided with an HHW appointment and a breakdown of pounds and/or gallons of material collected by class. The Contractor will also email a monthly cumulative report, documenting the breakdown of pounds and/or gallons of material collected by class and total pounds of HHW collected and households served that month and to date.

The Contractor will provide the City with an annual report, including overall program summary, total weight of HHW collected, number of households served, a breakdown of pounds per material collected by class, and a breakdown of survey card response by

question. Contractor shall also report the TSDFs receiving HHW for treatment, disposal or recycling by pounds and material types.

Upon request, Contractor shall provide 3<sup>rd</sup> party vehicle safety inspection reports for all vehicles used in performance of this Agreement and a list of all TSDFs and transporters used in performance of this Agreement.

20) **Education:** The Contractor will provide assistance to the City at no additional cost for the development and implementation of a successful public education program. The Contractor will post information on its website, provide the City with camera-ready art appropriate for program materials, work with the City to schedule media events as needed, and leave audit tags with program participants that need further instruction. The instruction sheet the Contractor includes in the Collection Kit will be approved by the City and written in both Spanish and English. To the extent that postage is not increased more than \$0.50 per Collection Kit, the Contractor will include additional City-provided educational materials in the Collection Kits to residents as needed.

All artwork provided by the Contractor shall remain the property of the Contractor; however the City shall have the right to use the artwork, without permission, during the duration of the contract. The City shall also have the right to veto any artwork it deems does not adequately represent the City.

21) **Reuse Area:** Collected items that are properly labeled, and are still of usable quantities shall be placed into a 'reuse area'. Twice weekly the 'reuse area' is made available to the general public. Materials shall be given away after they are weighed.

22) **Electronic Waste Recycling:** Electronics will be included for no additional fee to the resident of one television or computer system. The collection of electronic must be accompanied by other acceptable waste. No collections of electronics only shall be approved. All electronics must be processed by an e-Stewards<sup>®</sup> certified facility.

## EXHIBIT B. FEES AND CHARGES

The rates below are to include all costs associated with the performance of the work under the terms of the Contract, including but not limited to: transportation costs, insurance, worker's compensation, administrative costs, fuel, etc.

### Item 1. Door-to-Door Collection Pricing: Per Stop

Full Stop Fee	Copayment Paid by Resident	Cost Per Stop Charged to City
<b>\$127</b>	<b>\$15.00</b>	<b>\$112</b>

### Item 2. Drop-off Appointment Pricing: Per Appointment

Full Appointment Fee	Copayment Paid by Resident	Cost Per Appointment Charged to City
<b>\$122</b>	<b>\$15.00</b>	<b>\$107</b>

### Item 3. Excess Material Fees

For all materials *over the collection bag limit for door-to-door appointments and over the 125-pound limit for drop-off appointments only*, additional fees as listed below will be charged directly to the resident.

Material Type	Fee Charged to Resident	Per Unit of Measure
<i>Antifreeze</i>	<b>\$1.00</b>	<i>Gallon</i>
<i>Auto Battery</i>	<b>\$1.00</b>	<i>Each</i>
<i>Auto Polish</i>	<b>\$1.00</b>	<i>Pound</i>
<i>Brake Fluid</i>	<b>\$1.00</b>	<i>Pound</i>
<i>Carburetor Cleaner</i>	<b>\$1.00</b>	<i>Pound</i>
<i>Caulk</i>	<b>\$1.00</b>	<i>Pound</i>
<i>CFLs</i>	<b>\$1.25</b>	<i>Each</i>
<i>Charcoal Fluid</i>	<b>\$7.00</b>	<i>Gallon</i>
<i>Chlorine Bleach</i>	<b>\$3.00</b>	<i>Gallon</i>
<i>Corrosive Chemicals</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Drain Cleaner</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Fertilizer Liquid</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Fertilizer Solid</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Fluorescent Tubes</i>	<b>\$1.60</b>	<i>Each</i>
<i>Gasoline</i>	<b>\$7.00</b>	<i>Gallon</i>
<i>Gear Oil</i>	<b>\$0.50</b>	<i>Pound</i>
<i>Glue Adhesives</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Grout</i>	<b>\$1.00</b>	<i>Pound</i>
<i>Herbicides Liquid</i>	<b>\$3.00</b>	<i>Pound</i>

<b>Material Type</b>	<b>Fee Charged to Resident</b>	<b>Per Unit of Measure</b>
<i>Herbicides Solid</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Hobby Supplies</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Household Batteries</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Household Cleaners</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Insecticide Liquid</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Insecticide Solid</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Kerosene</i>	<b>\$7.00</b>	<i>Pound</i>
<i>Lubricants</i>	<b>\$1.00</b>	<i>Pound</i>
<i>Mercury</i>	<b>\$2.00</b>	<i>Ounce</i>
<i>Mercury Thermometers</i>	<b>\$2.00</b>	<i>Each</i>
<i>Mercury Thermostats</i>	<b>\$5.00</b>	<i>Each</i>
<i>Metal Polish</i>	<b>\$1.00</b>	<i>Pound</i>
<i>Motor Oil</i>	<b>\$0.50</b>	<i>Gallon</i>
<i>Oil Filters Used</i>	<b>\$1.00</b>	<i>Each</i>
<i>Oxidizers</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Paint Latex</i>	<b>\$3.00</b>	<i>Gallon</i>
<i>Paint Oil-Based</i>	<b>\$7.00</b>	<i>Gallon</i>
<i>PCBs</i>	<b>\$3.50</b>	<i>Pound</i>
<i>Pesticides</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Photo Chemicals</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Pool Chemicals</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Polishes</i>	<b>\$2.00</b>	<i>Pound</i>
<i>Reactives</i>	<b>\$8.00</b>	<i>Pound</i>
<i>Rust Remover</i>	<b>\$30.00</b>	<i>Gallon</i>
<i>Sealants</i>	<b>\$2.50</b>	<i>Pound</i>
<i>Solvent/Thinner</i>	<b>\$7.00</b>	<i>Gallon</i>
<i>Spray/Aerosols</i>	<b>\$3.00</b>	<i>Pound</i>
<i>Stains/Varnish</i>	<b>\$1.00</b>	<i>Gallon</i>
<i>Stripper</i>	<b>\$30.00</b>	<i>Gallon</i>
<i>Transmission Fluid</i>	<b>\$7.00</b>	<i>Gallon</i>
<i>Waxes</i>	<b>\$2.50</b>	<i>Pound</i>

**Item 5. Paint Rebate** percentage of the PaintCare® rebate will be credited to the City on all materials covered by the Paint Stewardship Law.

<b>Percentage of PaintCare® Rebate paid to City of Denver</b>
<b>90%</b>

[END OF EXHBIT B]



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)  
2/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : ACE American Insurance Company	22667
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WM CURBSIDE, LLC 5101 E. LA PALMA AVENUE ANAHEIM CA 92870	INSURER B : Indemnity Insurance Co of North America	43575
	INSURER C : ACE Property & Casualty Insurance Co	20699
	INSURER D : ACE Fire Underwriters Insurance Company	20702
	INSURER E :	
	INSURER F :	

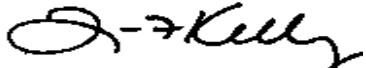
**COVERAGES**      **CERTIFICATE NUMBER: 11076578**      **REVISION NUMBER: XXXXXXXX**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED(S) WITH REGARDS TO THE COMMERCIAL GENERAL LIABILITY POLICY AND THE BUSINESS AUTO LIABILITY POLICY.

**CERTIFICATE HOLDER****CANCELLATION** See Attachment

<b>11076578</b> CITY & COUNTY OF DENVER PUBLIC WORKS DEPARTMENT 201 WEST COLFAX AVENUE, DEPARTMENT 601 DENVER CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



POLICY NUMBER: HDO G27341251

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

**Name Of Person Or Organization:**

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

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CG 24 04 05 09**

**Copyright, Insurance Services Office, Inc., 1984**

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.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRR, Washington, D.C. 20590.



**Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980**

**FORM MCS-90**

Issued to WM CURBSIDE, LLC of California  
*(Motor Carrier name)* *(Motor Carrier state or province)*

Dated at Houston, TX on this 25th day of February, 2015  
MMT H08830472 (Primary)

Amending Policy Number: XSA H08830460 (Excess) Effective Date: January 1, 2015

Name of Insurance Company: ACE American Insurance Company

Countersigned by: *[Signature]*  
*(authorized company representative)*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown *(check only one)*:

- This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000.00 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ 9,000,000.00 for each accident in excess of the underlying limit of \$ 1,000,000.00 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (713) 458-5200.

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

*(continued on next page)*

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

## SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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


Schedule

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

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)  
Endorsement Effective 01/01/2015 – 01/01/2016 Policy No. WLR C4814181A Endorsement No.

Insured Waste Management Holdings, Inc. & All Affiliated, Premium \$  
Related & Subsidiary Companies including

Insurance Indemnity Insurance Company of North America  
Company

Countersigned By  \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Dallas TX Office CityPlace Center East 2711 North Haskell Avenue Suite 800 Dallas TX 75204 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Waste Management, Inc. 1001 Fannin Suite 4000 Houston TX 77002-6711 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: AIG Specialty Insurance Company		26883
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570057368205**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y/N    N/A PER STATUTE    OTH-ER
A	Cont Poll/Prof			COPS5440269 SIR applies per policy terms & conditions	01/01/2015	07/01/2016	Each claim      \$10,000,000 SIR                \$500,000 Aggregate       \$10,000,000

Certificate No : 570057368205

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Type of Insurance: Contractor's Pollution Liability.  
Named Insured Entity: WM Curbside, LLC, 5101 E. La Palma Avenue, Suite 206, Anaheim, CA 92807  
A waiver of Subrogation is granted in favor of certificate Holder in accordance with the policy provisions.

<b>CERTIFICATE HOLDER</b>  City and County of Denver 201 West Colfax Avenue, Suite 611 Denver CO 80202 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Southwest, Inc.</i>





10002 Shelbyville Road, Suite 100  
Louisville, KY 40223  
Phone: 502-253-6500  
Fax: 502-253-6570

**PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION**

March 23<sup>rd</sup>, 2015

Assistant City Attorney  
201 W. Colfax Ave. Dept 1207  
Denver, Colorado 80202

RE: WM Curbside, LLC  
Contract ID No:201520767  
Performance and Payment Bond No.:1114398

Dear Assistant City Attorney:

The Performance and Payment Bonds covering the above-captioned agreement were executed by this agency, through Lexon Insurance Company insurance company, on February 1st, 2015. We hereby authorize the City and County of Denver to date all bonds and powers of attorney to coincide with the date of the contract.

If you have any additional questions or concerns, please call me at 502-253-6500.

Sincerely,

A handwritten signature in blue ink that reads 'Jessica Nowlin'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jessica Nowlin, Attorney-In-Fact

**EXHIBIT D**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF Public Works**

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned WM Curbside, LLC, 4785 Elati Street, Unit#7, Denver, CO 80216, a corporation organized and existing under and by virtue of the laws of the State of Delaware, hereafter referred to as the "Consultant", and Lexon Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, a corporation organized and existing under and by virtue of the laws of the State of Texas, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents; THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Consultant has entered into a written agreement with the City to provide services as set forth in the agreement having **Contract ID No. 201520767** ("Agreement"), which includes furnishing all labor and tools, supplies, equipment, oversight, superintendence, materials and everything necessary for and required to do, perform and complete the services specified in the Agreement, and has bound itself to complete the services within the time or times specified as designated, defined and described in the Agreement and in accordance with the terms of the Agreement, a copy of the Agreement being made a part hereof;

NOW, THEREFORE, if Consultant shall and will, in all particulars well and truly and faithfully observe, perform and abide by the Agreement according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if Consultant shall satisfy all claims and demands incurred by Consultant in the performance of the Agreement, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of the Agreement, its agents, or employees with relation to the services; and shall fully reimburse and repay to the City all costs, damages, and expenses that it may incur in making good any default based upon the failure of Consultant to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if Consultant at all times promptly makes payments of all amounts lawfully due to all persons supplying or furnishing it or its subconsultants or subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of services provided for in the Agreement and that if Consultant indemnifies and saves harmless the City for the extent of any and all payments in connection with the carrying out of the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if Consultant fails to duly pay for any labor, services, supplies, equipment, or materials performed, used or consumed by Consultant or its subconsultants or subcontractors in performance of the services contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or

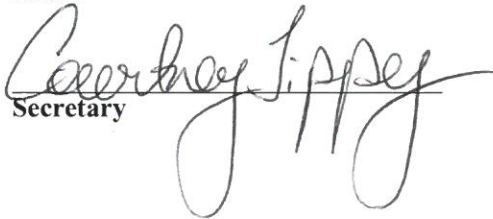


equipment in the prosecution of the services, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

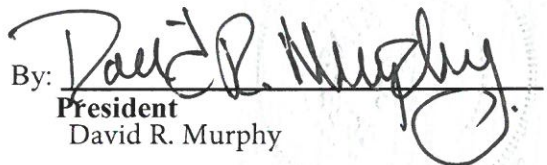
PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to contracts with others in connection with the Agreement, or the services to be performed there under, or any Notice to Proceed, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Agreement, any Notice to Proceed, or the services.

IN WITNESS WHEREOF, Consultant and Surety have executed these presents as of **February 1<sup>st</sup>, 2015**.


Attest:

  
Secretary

WM Curbside, LLC  
**Consultant**

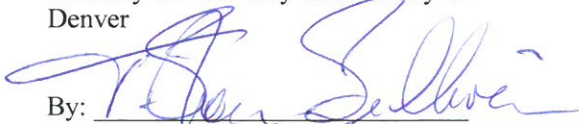
By:   
**President**  
David R. Murphy

Lexon Insurance Company  
**Surety**


By:   
**Attorney-In-Fact**  
Jessica Nowlin

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond).

APPROVED AS TO FORM:  
Attorney for the City and County of  
Denver

By:   
Assistant City Attorney

APPROVED FOR THE CITY AND  
COUNTY OF DENVER

By:   
Executive Director  
Department of Public Works



# Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Jessica Nowlin, Sheryon Quinn, Bonnie J. Wortham its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 4,000,000.00, Four Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21<sup>st</sup> day of September, 2009.



**LEXON INSURANCE COMPANY**

BY David E. Campbell  
David E. Campbell  
President

### ACKNOWLEDGEMENT

On this 21<sup>st</sup> day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
Mv Commission Expires 01-09-16

BY Amy L. Taylor  
Amy L. Taylor  
Notary Public

### CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 1<sup>st</sup> Day of February, 20 15.



BY Andrew Smith  
Andrew Smith  
Assistant Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."**