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 **ALPINE DISPOSAL, INC.**, doing business at 7373 Washington Street, Denver, CO, 80229 (the "Contractor"), jointly "the parties".

The parties agree as follows:

1. **DEFINITIONS**: The Agreement is subject to the definitions set forth in **Exhibit A**.

2. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Public Works, ("Executive Director") or, the Executive Director's Designee.

3. **SERVICES TO BE PERFORMED**: Subject to the terms and conditions of the Agreement, Contractor shall provide all facilities, equipment, labor, and services required to receive and process and to either or both use or market Recyclables delivered to Contractor's facilities by City or on behalf of the City.

a. Obligations of Contractor:

(1) Contractor shall furnish its facility located at 645 West 53rd Place, Denver CO 80216 (or other facility that is located within a thirty (30) minute routine travel period, one way during normal business hours, from the intersection of Alameda Avenue and Interstate 25 within the boundaries of Denver, Adams, Jefferson, Douglas, Arapahoe, Weld or Boulder Counties) for single stream recycling processing (the "Materials Recovery Facility" or "MRF").

(2) In addition to providing services and performing its obligations in accordance with the numbered paragraphs of the Agreement, including subparts to it, Contractor shall provide services and perform its obligations in accordance with **Exhibit B, the Scope of Work**. Contractor shall permit the City, its agents, employees, and contractors the right of ingress and egress to the MRF as set forth in **Exhibit B**.

(3) Contractor shall operate the MRF in accordance with the rules and regulations promulgated by any governmental or other public entity having lawful jurisdiction over such facilities and shall provide all necessary equipment, dust control, and operators of such equipment.

(4) Contractor shall notify the Executive Director immediately of any occurrence or condition that interferes with the full performance of the Agreement and confirm it in writing within twenty-four (24) hours.

b. Obligations of the City. As set forth in **Exhibit B**, the City will deliver Recyclables to Contractor's Materials Recovery Facility.

4. **TERM**: The term of this Agreement shall commence upon final execution by all parties and shall terminate three (3) years thereafter, unless extended in accordance with the terms of the Agreement (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions for two (2) additional two (2) year terms by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

5. **COMPENSATION AND PAYMENT**:

a. **Contractor's Payment Obligation**: The Contractor's payment obligations are based on the payment calculation for Program Recyclables delivered to the MRF set forth in **Exhibit C.**

b. **City's Payment Obligation**:

(1) Payment Calculation: When applicable as set forth in **Exhibit C**, the City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the Maximum Contract Amount. Amounts billed must comply with the payment calculation set forth in Exhibit C.

(2) Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement.

(3) Invoicing: When applicable as set forth in **Exhibit C**, 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.

(4) Maximum Contract Amount:

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE HUNDRED THOUSAND DOLLARS AND NO CENTS ($300,000.00)** (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 B**. Any services performed beyond those in Exhibit B are performed at Contractor's risk and without authorization under the Agreement.

(ii) 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.

6. 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.

7. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ninety (90) 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".

8. 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.

9. RECORDKEEPING: Contractor shall make and maintain all records and reports as specified in **Exhibit B, the Scope of Work**.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by a Party constitute or be construed to be a waiver by that Party of any breach of covenant or default that may then exist on the part of the other Party. No payment, other action, or inaction by the non-breaching or non-defaulting Party 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.

11. 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. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance**: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit D**, 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, Contractor's Pollution Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

e. **Subcontractors and SubContractors**: All subcontractors and subContractors (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 subContractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subContractors upon request by the City.

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

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

h. **Business Automobile Liability**: Contractor shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its 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. **Pollution Legal Liability.** Contractor shall maintain limits of $2,000,000 per occurrence and in the aggregate.

j. **Contractors Pollution Liability.** Contractor shall maintain limits of $1,000,000 per occurrence and $2,000,000 policy aggregate. Policy to include coverage for bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and clean up costs. Policy shall include a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

k. **Excess/Umbrella Liability.** Contractor shall maintain excess liability limits of $1,000,000. Coverage must be written on a "follow form" basis. Any combination of primary and excess coverage may be used to achieve required limits.

l. **Additional Provisions**:

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

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

(ii) Defense costs are outside the limits of liability; and

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

(2) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(ii) 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.

12. **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.

13. **FORCE MAJEURE**: Contractor is not responsible for stoppages of its operations and will be relieved of all obligation under the Agreement during such stoppages, when such stoppages are due to strikes, the inability to obtain parts to keep its equipment in operation due to the military requirements of the United States government, labor difficulties, weather making it impossible or impracticable to operate the facility and other Acts of God, events or matters over which Contractor has no control. Except as provided below, Contractor is not responsible for the acts or directives of any governmental agency or unit that terminate, restrict, or otherwise affect the operation of its Facility, and Contractor is relieved of all

obligations under the Agreement in the event of such acts of directives. If any such governmental act or directive is taken in response to violations of federal, state, or local laws and regulations attributable to Contractor, Contractor is responsible for any such governmental act or directive and is not relieved of any its obligations under the Agreement. In the event of such occurrence, it is agreed that the City may intervene to use its offices in an effort to comply with the governmental acts or directives and resume operation. Contractor shall notify the Executive Director immediately of any force majeure incident.

14. EXTREME MARKET DISRUPTION: The Parties acknowledge that the market for recyclables is influenced by outside actors and forces beyond the control of the Parties and that the market conditions normally contemplated by this Agreement are consistent with inflation-adjusted historical average commodity values. For purposes of this Agreement, an "Extreme Market Disruption" shall mean an event, including but not limited to, a significant depression of recycled commodity values, the closure of a mill, or adverse government action, that causes an extreme disruption in the market demand or market pricing of recyclables that lasts for at least three months. Upon the occurrence of an Extreme Market Disruption, Contractor shall provide notice to the City (a "Market Disruption Notice"), which for the purposes of this Section 14, may be sent solely via email to the Executive Director or designee, and need not adhere to the requirements of Section 23. Within 10 business days from the date of the City's receipt of the Market Disruption Notice, the Parties shall in good faith renegotiate the Maximum Cost per Ton of Recyclables Materials set forth in Exhibit C to address market changes caused by the Extreme Market Disruption. Such renegotiated Maximum Cost per Ton of Recyclable Materials shall apply retroactively to the date of the Market Disruption Notice.

15. BONDS: Title 15 of the Department of Public Works Standard Specifications for Construction General Contract Conditions, 2011 Edition, applies to the Agreement as supplemented by the following: During the Term, Contractor shall maintain a Performance and Payment Bond covering all Services performed under the Agreement in the amount of **FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS ($500,000.00),** and shall deliver the same along with appropriate Powers of Attorney and a surety authorization letter. A copy of the executed bond, surety authorization letter, and power of attorney are attached as **Exhibit E**.

16. 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.

17. 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-Contractor, subcontractor or assign.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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, with a copy of any such notice to:

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

and if to the City at:

Executive Director of Public Works
201 W. Colfax, Dept. 611
Denver, CO 80204

With a copy of any such notice to:

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

Director of Solid Waste Management
2000 W. 3rd Ave. 3rd Fl.
Denver CO 80223

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.

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

25. DISPUTES: The Parties shall make a good faith effort to resolve all disputes without resorting to an administrative hearing. If, after good faith negotiations, the Parties are unable to reach resolution, a final determination regarding the dispute shall be issued by the Executive Director as defined in this Agreement. All disputes between the City and Contractor arising out of or regarding the Agreement, including a final determination issued by the Executive Director, 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.

26. 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).

27. 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 identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

28. 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.

29. 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.

30. 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.

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

32. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references,

guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. 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.

33. 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.

34. 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 or as otherwise required by applicable law.

35. OPEN RECORDS ACT: Contractor understands that the City is subject to the Colorado Open Records Act, Colo. Rev. Stat. § 24-72-201, *et seq*. The City shall notify Contractor of a request for disclosure of information under the Open Records Act as soon as

reasonably practicable. If Contractor objects to the requested disclosure, Contractor shall enter and defend or assist the City in defending against any action seeking disclosure of such information, and shall bear all reasonable costs incurred by the City to protect from disclosure information obtained from Contractor pursuant to the Agreement.

36. 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.

37. 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.

38. 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 or by the Contractor that is at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect.

39. 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.

40. 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.

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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: PWADM-201737957-00

Contractor Name: Alpine Disposal Inc.

By: _____

Name: Alek Orloff
(please print)

Title: Chief Financial Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Definitions

"Administrative Charges": Monetary charges imposed on the Contractor by the City for Contractor's non-compliance with Performance Standards.

"Agreement": This contract executed by the City and the Contractor to provide all facilities, equipment, labor, and services required to receive, process, and market Recyclables collected by the City.

"Annual Report": The Contractor's report submitted to the City no later than January 31 following the end of each calendar year.

"Average Market Value" or "AMV": A market index used to calculate the monthly revenue share paid by Contractor to the City based on fluctuations in the commodity market. The AMV of Program Recyclables delivered to the MRF shall be calculated pursuant to terms defined in the Agreement.

"City": The City and County of Denver.

"City's Representative": The Executive Director of Denver Public Works Department, or the Executive Director's designee(s), who shall act as the City's representative(s) in matters relating to the implementation and enforcement of the Agreement and operation, maintenance, and management of the MRF.

"Commencement Date": The date services pursuant to the Agreement shall commence, anticipated to be February 1, 2018.

"Compensation Form": The standardized form completed monthly by the Contractor detailing calculations of the Contractor Fee, AMV, and Revenue Share and stating the total amount due to either the City or the Contractor.

"Consumer Price Index" or "CPI": The measure of inflation as published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers (CPI-U), Midwest Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base (Series ID – CUUR0200SA0).

"Contaminants" or "Contamination": Materials collected along with Recyclables that are not designated by the City as Program Recyclables. Contaminants are included in the weight of inbound tonnage.

"Contractor": Alpine Disposal, Inc.

"Contractor Fee" or "CF": The per-Ton fee of $70 paid to the Contractor by the City for each Ton of Program Recyclables delivered to the MRF.

"Contractor's Representative": The individual designated by the Contractor to act as the Contractor's representative in matters relating to the implementation and enforcement of the Agreement.

"Day": One calendar day.

"Effective Date": The date on which the Agreement is executed by both the City and Contractor.

"Facility Manager": The individual designated in writing by Contractor to represent it in all matters relating to the operation, maintenance, and management of the MRF.

"Marketing": The act or process of selling Recyclables for purchase in accordance with the Agreement.

"Material(s)": Recyclables of any quality or type which may contain Contaminants.

"Materials Recovery Facility" or "MRF": The facility where the Contractor receives and processes the City's Program Recyclables.

"Maximum Cost" or "MC": The maximum per-Ton cost of $10 per-Ton that the City will pay to the Contractor regardless of any calculated Contractor Fee, AMV, and Revenue Share.

"Monthly Report": The Contractor's report submitted to the City no later than the 15th day following the end of each month.

"Program Recyclables" or "Recyclables": Materials collected by the City including but not limited to: cardboard, newspaper including inserts, magazines, office paper, junk mail, paperboard, Kraft bags, telephone books, paper food and beverage cartons (including aseptic cartons), ferrous food and beverage containers including aerosols, aluminum food and beverage containers, aluminum foil and foil pans, #1 - #7 rigid plastic containers, and glass food and beverage containers.

"Recovered Materials": Materials recovered from Recyclables by the Contractor that are ready for sale or distribution for beneficial use.

"Rejects": Materials that are not converted to Recovered Materials. Rejects consist of Contaminants and Residuals.

"Residue" or "Residuals": Recyclables that are accepted by Contractor, processed at the MRF, and not converted into Recovered Materials by the Contractor due to breakage and/or transportation or processing limitations or inefficiencies.

“Revenue Share”: The per-Ton payment as defined in this RFP paid to the City by the Contractor for each Ton of Program Recyclables delivered to the MRF.

“Revenue Share Percent” or “RS%”: The percentage used as part of the calculations as defined in Exhibit C to determine the Revenue Share for each Ton of Program Recyclables delivered to the MRF.

“Shut Down”: Any time in which the Contractor is unable to accept or process Program Recyclables pursuant to the terms and conditions of this Agreement after the Commencement Date with the exception of force majeure.

“Single Stream”: A recycling process that mixes all Recyclables together in the same collection container.

“Solid Waste”: As defined by Colorado Revised Statutes § 30-20-101, to mean any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial or commercial operations or from community activities.

“Ton”: a short ton of 2,000 lbs. unless otherwise specified.

EXHIBIT B:

Scope of Work

I. BACKGROUND

Denver Solid Waste Management (DSWM) provides residential recycling, organics, and solid waste collection services to single-family households and multi-family residential buildings with up to seven (7) units. Solid waste service is provided to approximately 176,000 households. Approximately 144,000 (82 percent) eligible households received recycling collection service in 2016 on a subscription basis (which means there is no charge for recycling service, however, residents must request service). Starting in 2017, DSWM will provide recycling collection service to all households and no longer require a subscription. Table 1 below provides historical data on recycling tonnage and household subscriptions.

Table 1: Historical Curbside Recycling Tonnage, Households and Subscription Rate

Year	Eligible Households	Recycling Subscribers	Tons of Recyclables
2012	169,759	116,768	31,593
2013	170,712	121,280	33,193
2014	172,270	128,438	34,350
2015	174,266	134,550	37,318
2016	176,283	143,762	37,982

The City recently completed a recycling composition study that involved sorting events conducted in the Fall 2016 and Spring 2017. Table 2 provides the results of that study. This material composition shall be the basis for Proposers' financial proposals and the Agreement between the City and Contractor.

Table 2: Composition of Residential Recyclables

Materials		Weighted Average	90% Confidence Interval	
			Lower Bounds	Upper Bounds
1	Glass Containers	20.1%	18.3%	21.9%
2	Aluminum	2.2%	2.0%	2.5%
3	Steel/Tin	2.2%	2.0%	2.4%
4	#1 PET Bottles	4.1%	3.6%	4.7%
5	#2 HDPE Bottles	3.0%	2.7%	3.4%
6	Rigid Containers #1-#7	2.7%	2.4%	3.0%
7	Bulky Rigids	1.05%	0.6%	1.5%
8	Cardboard/Kraft	17.2%	15.5%	18.9%
9	Newspaper	7.9%	6.9%	8.9%
10	Office Paper	4.2%	3.5%	4.9%

11	Chip/Paperboard	8.8%	8.0%	9.6%
12	Mixed Paper/Junk Mail	9.3%	8.2%	10.4%
13	Magazines	6.2%	5.2%	7.2%
14	Aseptic (Paper milk cartons) Containers	0.7%	0.6%	0.8%
15	Styrofoam*	0.25%	0.2%	0.3%
16	To-Go Cups*	0.2%	0.1%	0.3%
17	Contaminants	9.9%	8.3%	11.4%
		100.0%		

*Items not currently designated as recyclable through the City's program. The City would like to explore the potential to accept these items if it is feasible. Should it not be feasible, the percentage of such items will be added to contaminants.

Project Term

As stated in the sample Agreement, term of the Agreement shall be for a period of three (3) years beginning on the date of execution by all parties. The parties may mutually agree to extend the Agreement at the same prices, terms and conditions, including amendments, for up to two (2) additional terms of two (2) years each.

II. CITY OBJECTIVES

The City is soliciting proposals from qualified Proposers and intends to enter into an agreement with a contractor to provide all facilities, equipment, labor, and services required to receive, process, and market Recyclables collected by the City. The City intends to accomplish the following objectives through the Agreement:

- Maximize the financial benefit to the City from the sale of Recovered Materials.
- Maximize the amount of Recovered Materials produced from the City's Program Recyclables.
- Minimize the cost and impact on City recycling collection operations associated with the delivery of Program Recyclables to the Contractor.
- Maximize reliability and quality of service.
- Support City recycling public education, community outreach, and other activities.
- Form a cooperative partnership with the Contractor to maximize the impact of public outreach and education on the quantity and quality of Program Recyclables.

III. CONTRACTOR'S RESPONSIBILITIES

The Contractor will be responsible for receiving, processing, and marketing all Program Recyclables delivered to the Contractor by the City. The Contractor is responsible for all operations, maintenance, repair, staffing, management, record keeping, reporting, compliance with laws and regulation, and other services necessary to meet its obligations to the City. Any and all costs associated with accepting and processing Recyclables as well as marketing and transporting Recovered Materials derived therefrom shall be the responsibility of the Contractor.

Facility Location

The location for receiving Recyclables is 645 West 53rd Place, Denver CO 80216. If an alternate location is to be proposed (whether it be the MRF or a facility for transferring recyclables to the MRF), it must be located within thirty (30) minutes routine travel time (one way during normal business hours) from the intersection of Alameda Avenue and Interstate 25.

Facility Requirements

The Contractor shall receive and process all Recyclables in an enclosed building and controlled so that release of materials or litter from the building and site is prevented. The Contractor shall protect Recovered Materials from degradation due to weather exposure, vandalism, or other factors. The Contractor shall maintain and operate the MRF to prevent nuisances including, but not limited to, noise and odor.

Facility Manager and Contractor's Representative

Prior to the Commencement Date, the Contractor shall provide the City with the name, title, and contact information for the Facility Manager and Contractor's Representative. The Facility Manager shall be the primary point of contact for all technical and operational matters pertaining to the Agreement. The Facility Manager shall be responsible for overseeing and implementing the Contractor's performance under the Agreement. The Contractor's Representative shall be the primary point of contact for all administrative and financial matters pertaining to the Agreement. A single person may serve in both capacities as Facility Manager and Contractor's Representative. Should there be reasonable cause, the City reserves the right to disapprove and request removal of the Facility Manager or Contractor's Representative.

Operations, Maintenance, and Management Plan

The Contractor shall provide an Operations, Maintenance, and Maintenance Plan (OMM Plan) to the City for approval.

The OMM Plan shall include a description of all activities the Contractor will undertake to operate the MRF pursuant to the Agreement. The OMM Plan shall include, at a minimum, the following information:

- Facility Contacts: Name and contact information for responsible personnel and emergency contacts;
- Operational Procedures: Traffic control, receiving and load inspection procedures, load rejection procedures, and Reject disposal procedures;
- Organization and Staffing Plan: Organizational chart, job descriptions for each position, staffing requirements for all positions;
- Contingency Plan: Contingency procedures in the event that Recyclables cannot be delivered to or processed at the MRF;
- Reporting Procedures: Sample reports and forms.

The Contractor shall maintain an up-to-date version of the OMM Plan approved by the City throughout the term of the Agreement. The City's Representative shall have seven (7) Days to review and respond to Contractor regarding approval or comments regarding recommended changes or revisions to the OMM Plan. The OMM Plan shall be readily available at the MRF for review by the City.

Contingency Plan

As stated above, the OMM Plan shall include a contingency plan describing in detail how the Contractor plans to respond to planned and unplanned Shutdowns. The contingency plan shall ensure that delivery of City Recyclables is not interrupted. Should a Shutdown be imminent, Contractor shall immediately notify the City's Representative as to the reason for the Shutdown, what services Contractor is unable to provide, contingency procedures that have been/will be implemented, and the timeline anticipated to resume regular operations. The location for receiving City Recyclables shall conform to the facility requirements of the Agreement. The Contractor shall be responsible for any costs incurred for transport to and processing at an alternative facility.

Operating Hours and Days

The Contractor shall be capable of receiving and weighing Recyclables Monday through Friday from 7:00 AM until 6:00 PM. Recyclables shall be accepted during the same hours on Saturday at the City's sole option when: (i) a City Holiday falls on a weekday (Monday through Friday), or (ii) a special event or other circumstance (as determined by the City) occurs on or before Saturday which shall require the delivery of Recyclables to Contractor on a Saturday. In exercising its option to deliver Recyclables on a Saturday, the City shall notify Contractor before 4:00 p.m. of the Thursday preceding Saturday.

The following are official City Holidays:

- New Year's Day;
- Martin Luther King Birthday;
- Presidents Day;
- Cesar Chávez Day;
- Memorial Day;
- Independence Day;

- Labor Day;
- Veteran's Day;
- Thanksgiving Day; and
- Christmas Day.

Material Acceptance

The Contractor shall give the City priority consideration in weighing and off-loading operations. The maximum total waiting/tipping time from arrival at MRF to departure from MRF shall not exceed thirty (30) minutes per City vehicle. If delays are caused by the fault of the delivery vehicle and through no fault or negligence of Contractor, then this requirement shall not apply.

The Contractor shall maintain weigh scales at the location where it receives Program Recyclables, calibrated in accordance with procedures established by the applicable State and local authorities, to weigh all Program Recyclables delivered by the City. At the City's discretion, the City may verify the accuracy of the scales.

The Contractor shall weigh each load of Recyclables upon delivery and provide a weigh slip to driver of the vehicle prior to its departure from the MRF that provides the following details, at minimum:

- Date of receipt;
- Identification number of City's delivery vehicle;
- Identification number of City's collection route;
- The full weight, tare weight, and net weight; and
- Time weighed in and time weighed out or departing the site.

The City is open to accepting electronic weigh slips when feasible for both parties.

Load Rejection Procedures

The Contractor shall have the right to reject loads of Recyclables that are reasonably suspected to contain more than twenty-five percent (25%) of the load by weight of Contamination subject to the approval of the City. If Contractor intends to reject a load of Recyclables, Contractor shall comply with the following procedure:

- The Facility Manager shall immediately isolate the load and notify the City's Representative, document the occurrence of such event by digital photograph or videotape, and allow the City to inspect the load where such inspection shall not unduly impede or interfere with the operation of the MRF.

- The Facility Manager and the City's Representative must mutually agree that the amount of Contamination in a given load exceeds twenty-five percent (25%) of the load by weight.

- If the Facility Manager and the City's Representative choose to reject the load, the Contractor shall combine the load with Rejects. The City shall reimburse the Contractor for disposal of said load at the City's current per ton disposal rate at DADS (2017 = $16.21/ton).

- If the City's Representative does not concur that the load contains more than twenty-five percent (25%) Contamination by weight, then Contractor must demonstrate to the City, in a manner acceptable to City, and in the presence of the City's Representative, that the twenty-five percent (25%) threshold has been exceeded. If the load does not contain more than twenty-five percent (25%) Contamination by weight, Contractor shall process the load and compensate the City for the total weight of the load. If the load does contain more than twenty-five percent (25%) Contamination by weight, then Contractor may reject the load and combine the load with Rejects. The City shall reimburse the Contractor for disposal of said load at the City's current per ton disposal rate at DADS (2017 = $16.21/ton).

In the event the procedures outlined above are not followed, Contractor shall compensate the City for the total weight of the load.

Processing and Marketing

The Contractor shall process all Program Recyclables accepted at the MRF and produce Recovered Materials. The Contractor shall remove Recyclables from the tipping floor and process them within forty-eight (48) hours of when they are accepted at the MRF, Sundays and Holidays not included. The City may choose to, but is not obligated to, waive the requirement to process all City Recyclables within forty-eight (48) hours due to extenuating circumstances that may include Shutdown.

The Contractor shall bear all responsibilities and costs associated with marketing and transporting Recovered Materials produced at the MRF. The Contractor shall market all Recovered Materials during the term of the Agreement regardless of fluctuations in prices paid for Recovered Materials. The Contractor shall document and provide evidence, upon request by the City, that the Recyclables have been used, or marketed for use for legitimate recycling purposes (e.g. reuse, repurpose, use in manufacture of a new product). Under no circumstances shall Contractor landfill, burn, or convert for burning, Recovered Materials.

The Contractor's MRF shall be capable of producing color-mixed glass suitable to be marketed for subsequent glass beneficiation. The use of Recovered Materials (e.g., glass) for alternative daily cover for landfills is prohibited. The use of glass in the construction of roadways and drainage at landfills, however, is permitted if the Contractor can clearly demonstrate that a glass beneficiation market does not exist within Colorado. The Contractor shall not store or warehouse materials in violation of health and safety standards and shall conform to all requirements of the City and the Colorado Department of Public Health and the Environment.

Public Drop Off Site

The Contractor is required to operate a user-friendly and publicly-accessible recycling drop off facility at its MRF or another location agreed upon by Contractor and the City. The site shall be regularly cleaned and maintained, and safe for general public use. This drop-off must accept all Single-Stream Program Recyclables on Monday through Friday from 9:00AM to 6:00PM and Saturday from 8:00AM to 2:00PM, excluding official City holidays.

Rejects Disposal

The Contractor shall weigh, store and deliver, or cause to be delivered, Rejects to a permitted disposal facility. If the Contractor delivers Rejects to the Denver Arapahoe Disposal Site (DADS) landfill, it shall pay the gate rate for disposal of Solid Waste at the time of disposal.

Recordkeeping and Reporting

Daily Reports: The Contractor shall maintain daily records detailing the information provided on each weigh slip for loads of Program Recyclables. Daily records shall be immediately available to the City upon request.

Monthly Reports: The Contractor shall submit Monthly Reports to the City, in a format approved by the City, no later than the 15th day following the end of each calendar month. The report shall contain:

- Documentation of daily and total monthly tons of Program Recyclables delivered to the MRF;
- Documentation of daily and total monthly tons of Rejects derived from Program Recyclables;
- Documentation of rejected loads including date and weights for each load;
- Calculation of the AMV, difference between the Contractor Fee and AMV, and Revenue Share per Ton;
- Calculation of the total payment for Program Recyclables due to the City or the Contractor determined in accordance with the compensation requirements of the Agreement; and
- Calculation of Administrative Charges, rejected load payments, interest on overdue payments, or proration determined in accordance with the compensation requirements of the Agreement.
- The report shall also contain other information reasonably requested by the City.

Annual Reports: The Contractor shall submit an Annual Report to the City no later than January 31 of each year for the previous year. The report shall contain:

- Descriptions of capital and operational improvement made at the MRF;
- Documentation of monthly and total tons of Program Recyclables delivered to the MRF;
- Documentation of monthly and total tons of Rejects derived from Program Recyclables delivered to the MRF;

- Documentation of monthly and total tons of rejected loads;
- Documentation of monthly and total payments made to the City and made to the Contractor;
- Documentation of Administrative Charges, interest on overdue payments, and proration; and
- Documentation of end markets used to recycle the City's Program Recyclables.
- The report shall also contain other reasonably requested information requested by the City.

Community Education and Services

The Contractor shall support the City's educational efforts. The Contractor shall support the City by cooperating with media requests and it shall provide public education materials regarding the MRF to be mutually agreed to and approved by the City.

MRF Tours

The Contractor shall provide up to 2 (two) guided tours per month of the MRF. With limited exceptions, the tours shall not include more than 25 people or exceed 1 (one) hour in length and shall be conducted while the facility is in operation.

Prior to scheduling facility tours, the City shall work with Contractor to establish parameters for the tours including, but not limited to, the size of the group, time of day for scheduling tours, and tour logistics for safely moving visitors through the facility without disrupting normal facility operations.

Pilot Programs

Subject to written approval by the Executive Director, the Contractor and the City may participate in pilot programs to test the feasibility of recycling Materials not currently included in the definition of Program Recyclables.

Notice to City of Violations

Should Contractor receive a notice for the violation of any law, Contractor shall report the violation to the City's Representative no later than twenty-four (24) hours following notification, including the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation.

IV. CITY'S RIGHTS AND RESPONSIBILITIES

Delivery of Recyclables

The City shall deliver Single Stream Program Recyclables to the Contractor's MRF utilizing collection vehicles and transfer tractor trailers. Recyclables will be compacted in collection

vehicles. Recyclables shall be delivered to Contractor's MRF in an "as picked up" condition; no sorting, processing, bundling, or baling shall be done by the City. All processing or other operational costs incurred upon or after delivery of Recyclables to the MRF shall be the obligation of Contractor.

Quality and Quantity of Recyclables

Neither the quality nor quantity of Recyclables to be delivered under the Agreement shall be guaranteed by the City. The City shall make reasonable efforts to ensure that only Recyclables as collected are delivered to the Contractor. The City shall take reasonable steps to discourage the delivery of non-designated Recyclables and other materials through its public education, training, and audit campaign.

Disposal of Rejects

The City shall accept and dispose Rejected Loads delivered to DADS by the Contractor. The disposal fee to be paid by the Contractor shall be the current gate rate for disposal of Solid Waste at the time of disposal.

Inspections

The City shall have the right to observe all Contractor operations related to this Agreement and the City's Recyclables. Observation may be by City employees or City-designated representatives. The City reserves the right to inspect Contractor’s Rejects and to cooperatively resolve issues should they arise.

Additional Recyclable Commodities

During the Term, the Parties may add or delete materials from the definition of Program Recyclables by an amendment to the Agreement. Prior to any such amendment, the City shall work with Contractor regarding start up and any changes to the composition of Recyclables and calculation of the AMV.

Pilot Collection Program

The City reserves the right to evaluate various collection equipment and/or modify material sorts on a pilot basis during the course of the Agreement. Prior to the execution of any pilot, coordination with Contractor shall occur as necessary.

EXHIBIT C

Compensation

While the City's Maximum Contract Amount is set at $300,000.000 (Three Hundred Thousand Dollars and No Cents) at the time of execution of the Agreement, the Parties acknowledge that, depending on the market for recycled materials and payments made pursuant to the payment structure below, the Maximum Contract Amount may need to be increased during the Term per an amendment to the Agreement.

I. PAYMENT FOR PROGRAMS RECYCLABLES

Payment for Programs Recyclables shall utilize the following factors:

- Contractor Fee = $70 per Ton of Program Recyclables (CF/Ton) delivered to the Contractor by the City. The Contractor Fee is explicitly not the Contractor's actual cost to operate the MRF, but is a fixed amount of compensation in lieu of an operating cost.
- Average Market Value per Ton of Program Recyclables (AMV/Ton) based on the composition of Program Recyclables and commodity index prices as calculated in accordance with the Agreement.
- Percent Revenue Share (%RS) 50% of revenue shall be shared with the City.
- Maximum Cost per Ton of Recyclables Materials (MC/Ton) delivered to the Contractor by the City as established as $10/ton. The Maximum Cost is the maximum payment that will be made by the City to the Contractor regardless of the Contractor Fee, Average Market Value, or Percent Revenue Share.

Each month, the Contractor shall calculate the payment for Program Recyclables as follows:

- If the AMV/Ton greater than the CF/Ton, then the Contractor's payment to the City shall equal:
  (AMV/Ton - CF/Ton) x %RS x Tons of Program Recyclables.

- If the CF/Ton is greater than the AMV/Ton, then the City's payment to the Contractor shall equal:
  (CF/Ton - AMV/Ton) x Tons of Program Recyclables, provided that payment shall never exceed the MC/Ton x Tons of Programs Recyclables.

- If the CF/Ton is equal to the AMV/Ton, then no payment will be owed to either party for Program Recyclables.

Tons of Program Recyclables shall be equal to 100% of inbound Program Recyclables measured at the Contractor's scales.

Administrative Charges

Each month, Contractor shall owe the City for any and all administrative charges levied by the City for violations of performance standards in accordance with the terms of the Agreement.

Timing of Payments

No later than fifteen (15) Days following the end of each month, the Contractor shall submit the Monthly Report including the calculation payment for Program Recyclables, administrative charges, interest on overdue payments, or proration, and the net payment due to either party. Said net payment shall be submitted by Contractor to the City, or the City to the Contractor, within fifteen (15) Days following submission of the Monthly Report.

Interest on Overdue Payments

All payments to be made by the Contractor to the City that are outstanding after the applicable due date, including disputed amounts, shall bear simple interest at the maximum rate permitted by State law.

Invoice or Payment Disputes

If either Party disputes an amount owing to the other Party, such Party shall: (i) within five (5) days of receiving the relevant invoice, give notice to the other Party of such disputed amount together with sufficient information to allow the other Party to understand the nature of the dispute and deliver such notice on or before the due date of the amount disputed; and (ii) pay all undisputed amounts on the due date. Consistent with Section 23 of the Agreement, the Parties will make a good faith effort to resolve the dispute. However, if the Parties are unable to reach a resolution, the City shall issue a final determination regarding the dispute, which determination may be resolved by an administrative hearing pursuant to D.R.M.C. § 56-106.

Proration

If any payments, rights or obligations under this Agreement (whether relating to Fees and Taxes, insurance, or to any other provision of this Agreement) relate to a period in part before the Effective Date or in part after the date of expiration or termination of the Term, the Parties hereto agree that appropriate adjustments and proration shall be made.

II. PERFORMANCE STANDARDS

It is the intent of the Agreement to ensure that the Contractor provides a high quality level of MRF services. To this end, any performance issues identified by the City and reported to the Contractor shall be promptly resolved within twenty-four (24) hours. The City may levy administrative charges for improper and insufficient actions related to any service required by this Agreement including, but not limited to:

Performance Standard Violation	Administrative Charges
Failure to accept Program Recyclables delivered to the MRF during scheduled receiving hours.	$500 per vehicle per occurrence
Failure to provide maximum turn-around time of thirty (30) minutes.	$100 per vehicle per occurrence
Program Recyclables placed outside of the MRF building without prior City approval.	$250 per Day
Failure to remove Program Recyclables from the tipping floor and process them within forty-eight (48) hours of acceptance at the MRF.	$250 per Day
Disposal of Recyclables or Recovered Materials.	$1,000 per occurrence plus $25 per Ton
Failure to provide a clean, well-maintained publicly accessible drop-off at the MRF.	$250 per Day
Failure to notify City of legal or regulatory violations.	$500 per Day per occurrence
Failure to provide any required report within the required timeframe.	$500 per Day

The City may assess administrative charges on a monthly basis and shall at the end of each month notify the Contractor in writing of the charges assessed and the basis for each assessment. Consistent with Section 23 of the Agreement, in the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, notify the City regarding its concerns. The Parties will make a good faith effort to resolve to dispute. However, if the Parties are unable to reach a resolution, the City shall issue a final determination regarding the dispute, which determination may be resolved by an administrative hearing pursuant to D.R.M.C. § 56-106.

III. CALCULATION OF AVERAGE MARKET VALUE AND COMPENSATION

Contractor acknowledges and accepts the following:

Material Percentages: The material percentages used for calculating the AMV are based on recyclables composition studies of the City's Program Recyclables as delivered to a processing facility. The material percentages in the AMV do not attempt to estimate Residue, which includes Program Recyclables that are not recovered due to breakage and/or transportation or processing limitations or inefficiencies.

Composition of Program Recyclables: The material percentages stated in Table 1 of this Attachment shall be the basis for calculating the AMV and Revenue Share in accordance with the Agreement, unless otherwise adjusted according to the procedures stated below.

Adjustments to the Composition of Program Recyclables. The City shall conduct a recyclables composition study at City's cost once during the initial Term of the Agreement. The Contractor may request additional recyclables composition studies to be conducted at Contractor's cost,

such request being subject to City approval, which shall not be unreasonably withheld. A study cannot be requested by the Contractor more than once annually. All recyclables composition studies used for calculating the AMV shall be conducted using City-approved methodology and by a City-approved entity with demonstrated experience conducting recyclables composition studies. The City and Contractor each have the right to have a representative onsite during recyclables composition studies. Study results are subject to final approval by the City, which shall not be unreasonably withheld. If approved by the City, adjustments to the composition shall be made and shall become effective on the first Day of the following month and for the remainder of this Agreement, or until further adjusted in a future composition study.

Market Index: The market indices (Recyclingmarkets.net and *Pulp and Paper Weekly,* for non-fiber and fiber commodities, respectively) utilized is intended to reflect the regional average value, in the Midwest United States, of each Recyclable included in the City's Program Recyclables. It is not intended to equate to the commodity revenue received by Contractor. If at any time during the term of this Agreement, Recyclingmarkets.net and/or *Pulp and Paper Weekly* no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Materials pricing information, and this selection shall be memorialized in writing.

Calculation of AMV: Contractor shall calculate the AMV of Program Recyclables each month. The AMV is defined as the sum of the RecyclingMarkets.net and *Pulp and Paper Weekly* Midwest USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made. For illustrative purposes, Table 1 calculates the AMV based on the commodity prices first posted in April 2017.

Subtraction of Contractor Fee: Contractor will automatically deduct the Contractor Fee from revenue share. The City will not be invoiced for the Contractor fee unless a payment to the contractor is due.

Table 1: Sample Calculation of Average Market Value of Program Recyclables (April 2017)

Material	Index Descriptions	Index Value	Market Value ($/ton)	Percent (by weight)	AMV ($/ton)
Mixed Paper	MP Mixed Paper (PS 54) ($/ton, baled, picked up)	$87.50	$87.50	23.0%	$20.13
News #8	SRP Sorted Residential Papers (PS 56) ($/ton, baled, picked up)	$95.00	$95.00	14.1%	$13.40
OCC #11	Old Corrugated Containers (PS11) ($/ton, baled, picked up)	$167.50	$167.50	17.2%	$28.81
Glass (3-Mix)	Glass 3 Mix ($/ton del. as Recyclable or Disposable)	($25.00)	($25.00)	20.1%	($5.00)
PET	Plastics PET (Baled, ¢/lb., picked up)	$0.12	$245.00	4.1%	$10.05
HDPE, Natural	Plastics Natural HDPE (Baled, ¢/lb., picked up)	$0.35	$695.00	1.5%	$10.43
HDPE, Colored	Plastics Colored HDPE (Baled, ¢/lb., picked up)	$0.23	$455.00	1.5%	$6.83
Plastic, #3-#7	Plastics Comingled (#3-7, Baled, ¢/lb., picked up)	$0.01	$20.00	2.7%	$0.54
Plastics, Mixed Rigids		$0.04	$70.00	1.1%	$0.77
Aluminum Cans	Metals Aluminum Cans (Sorted, Baled, ¢lb., picked up)	$0.67	$1,330.00	2.2%	$29.26
Steel Cans	Metals Steel Cans (Sorted, Baled, $/ton, picked up)	$160.00	$160.00	2.2%	$3.52
Contamination			($15.00)	10.4%	($1.56)
Total				100.0%	$117.16

[Note:
-Total HDPE containers in RCS was 3.0%, which has been split between HDPE Natural and HDPE Colored for the AMV.
-Mixed Paper includes Office Paper, Chip/Paperboard, Mixed Paper/Junk Mail, & Aseptic Containers.
-Contamination includes Contaminants, Styrofoam, and To-Go Cups.]

Sample Calculation of Compensation

Payment to the City

Assuming the following compensation terms:

- Average Market Value (AMV) = $130 per ton of inbound Recyclables
- Revenue Share Percent (RS%) = 50%
- 3,500 Tons/month of Recyclables

$130/Ton AMV is greater than $70/Ton Contractor Fee (CF), therefore Contractor payment to the City is calculated as follows:

- (AMV/Ton - CF/Ton) x %RS x Tons of Program Recyclables.
- ($130/Ton - $70/Ton) x 50% = $30/Ton x 3,500 Tons = $105,000.

Payment to the Contractor

Assuming the following compensation terms:

- Average Market Value (AMV) = $60 per ton of inbound Recyclables.
- Revenue Share Percent (RS%) = 50%.
- 3,500 Tons/month of Recyclables.

$70/Ton Contractor Fee (CF) is greater than $60/Ton AMV, therefore City payment to the Contractor is calculated as follows:

- (CF/Ton - AMV/Ton) x Tons of Program Recyclables.
- ($70/Ton - $60/Ton) = $10/ton payment to contractor
- $10 x 3,500 Tons = $35,000.

Payment to the Contractor with Maximum Cost

Assuming the following compensation terms:

- Average Market Value (AMV) = $45 per ton of inbound Recyclables.
- Revenue Share Percent (RS%) = 50%.
- 3,500 Tons/month of Recyclables.

$70/Ton Contractor Fee (CF) is greater than $45/Ton AMV, therefore City payment to the Contractor is calculated as follows:

- (CF/Ton - AMV/Ton) x Tons of Program Recyclables.
- ($70/Ton - $45/Ton) = $25/ton (this exceeds the $10 maximum)
- $10/ ton x 3,500 Tons = $35,000.

EXHIBIT D

ALPI-13 OP ID: FP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/12/18

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 THE MAHONEY GROUP - MESA 1835 South Extension Road Mesa, AZ 85210-5942 David J. Lewis Phone: 480-730-4920 Fax: 480-730-4929	CONTACT NAME: Patty Gename PHONE (A/C, No, Ext): 480-214-2741 FAX (A/C, No): E-MAIL ADDRESS: pgename@mahoneygroup.com
INSURED Alpine Disposal, Inc et al Attn: Alek Orloff 7373 Washington Street Denver, CO 80229	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Admiral Insurance Co. — 24856 INSURER B : North American Capacity — 25038 INSURER C : Cincinnati Indemnity Company — 23280 INSURER D : Federal Insurance Company — 20281 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Pollution GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	FEIEIL1079701	11/01/15	11/01/18	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	X	EBA0461166	11/01/17	11/01/18	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	DOX0002088-01	11/01/17	11/01/18	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Excess Liability			FEI-EXS-10798-05	11/01/17	11/01/18	Limit	10,000,000
B	Excess Liability			EL-X-0000204-02	11/01/17	11/01/18	Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City and County of Denver, its elected and appointed officials, employees and volunteers are included as additional insureds and such coverage is primary if required by written contract and waiver of subrogation is granted per attached endorsements. Excess liability policies follow form over GL and Auto.

CERTIFICATE HOLDER

C------

City and County of Denver
Department 304
11th Floor
201 W. Colfax Ave.
Denver, CO 80202

CANCELLATION

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

David J Lewis

Additional Excess policy:

Co.	Policy Type	Policy #	Eff. Dates	Limit
D	Excess Liability	7988-47-67	11/1/17 - 11/1/18	$10,000,000

ALPIDIS-01 DENESEB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2018

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Virginia Shaw
CCIG 5660 Greenwood Plaza Blvd. Suite 500 Greenwood Village, CO 80111	PHONE (A/C, No, Ext): (720) 330-7903 FAX (A/C, No): (303) 799-0156 E-MAIL ADDRESS: GinnyS@thinkccig.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pinnacol Assurance	41190
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alpine Disposal Inc dba Alpine Waste & Recycling
Alek Orloff
7475 E 84th Ave
Commerce City, CO 80022

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4024287	10/01/2017	10/01/2018	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Trash Hauling, Recycling and Composting for Denver International Airport

CERTIFICATE HOLDER

City and County of Denver Department of Purchasing Division
201 W Colfax Avenue, Dept 304
Denver, CO 80202

CANCELLATION

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

PINNACOL ASSURANCE

7501 E. Lowry Blvd.
Denver, CO 80230-7006
303.361.4000 / 800.873.7242
Pinnacol.com

NCCI #: WC000313B
Policy #: 4024287

Alpine Disposal Inc
dba Alpine Waste Recycling
7373 Washington St.
Denver, CO 80229

CCIG
5660 Greenwood Plaza Blvd
Suite 500
Greenwood Village, CO 80111
(303) 799-0110

ENDORSEMENT: Blanket Waiver of Subrogation

We have the right to recover our payments from anyone liable 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 anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date:October 1, 2017 Expires on: October 1, 2018
Pinnacol Assurance has issued this endorsement September 7, 2017

EXHIBIT E

CITY AND COUNTY OF DENVER
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE AND PAYMENT BOND

Bond No. SU24180
Recycling Processing/Materials Recovery Facility Services
Bond term: March 15, 2018 through March 14, 2019

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned **ALPINE DISPOSAL, INC.**, a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Consultant", and **ASPEN AMERICAN INSURANCE COMPANY**, 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 **FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS ($500,000.00)**, 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. PWADM-201737957** ("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 authorized by each notice to proceed issued pursuant to the Agreement (including changes to any notice to proceed – collectively notice to proceed and changes thereto are referred to as "NTP"), and has bound itself to complete the services within the time or times specified as designated, defined and described in the Agreement, or NTP, 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, including each NTP, 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 March _____, 2018.

Attest:

Secretary

ALPINE DISPOSAL, INC.
Consultant

By: _____
President

Aspen American Insurance Company
Surety

By: _____
Arthur L. Colley, Attorney-In-Fact

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

ASPEN

Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Arthur L. Colley; Nicole M. Colley; Bonnie T. Atnip of Nielson, Colley & Associates its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 8th day of August, 2016.

Aspen American Insurance Company

STATE OF CONNECTICUT
SS. ROCKY HILL
COUNTY OF HARTFORD

Kevin Gillen, Senior Vice President

On this 8th day of August, 2016 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public
My commission expires: May 31, 2021

Patricia C. Taber
Notary Public
State of Connecticut
My Commission Expires May 31, 2021

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this ___ day of March, 2018

By:

Name: Kevin Gillen, Senior Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email:Patricia.Taber@aspenspecialty.com

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

[NOTE: MUST BE ON LETTERHEAD]

PERFORMANCE AND PAYMENT BOND
SURETY AUTHORIZATION

March 15, 2018

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

RE: Alpine Disposal, Inc.
Contract ID No:PWADM-201737957
Performance and Payment Bond No.: SU24180

Dear Assistant City Attorney:

The Performance and Payment Bonds covering the above-captioned agreement were executed by this agency, through Aspen American Insurance Company, on March 15, 2018. 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 704-362-3991.

Sincerely,

Arthur L. Colley
Attorney-in-Fact

ASPEN

Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Arthur L. Colley; Nicole M. Colley; Bonnie T. Atnip of Nielson, Colley & Associates its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 8th day of August, 2016.

Aspen American Insurance Company

STATE OF CONNECTICUT
SS. ROCKY HILL
COUNTY OF HARTFORD

Kevin Gillen, Senior Vice President

On this 8th day of August, 2016 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public
My commission expires: May 31, 2021

Patricia C. Taber
Notary Public
State of Connecticut
My Commission Expires May 31, 2021

CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 15 day of March, 2018

By:

Name: Kevin Gillen, Senior Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email:Patricia.Taber@aspenspecialty.com