

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ENVIRONMENTAL HAZMAT SERVICES, INC.**, a Colorado corporation whose address is 4745 Independence Street, Wheat Ridge, Colorado 80033 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into Agreement dated October 11, 2018 (the “Agreement”) to assist multiple City agencies with the clean-up of City Properties, including public rights of way, and other properties as directed by the City.

B. The Parties wish to amend the Agreement to amend the scope of work and the rate sheet.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1 Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit A are changed to Exhibit A-1.

2. **Exhibit C** is hereby deleted in its entirety and replaced with **Exhibit C-1, Rate Sheet**, attached and incorporated by reference herein. All references in the original Agreement to Exhibit C are changed to Exhibit C-1.

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Amendatory 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.

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Contract Control Number: ENVHL-202053184-00 / ENVHL-201844158-01
Contractor Name: ENVIRONMENTAL HAZMAT SERVICES, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ENVHL-202053184-00 / ENVHL-201844158-01
ENVIRONMENTAL HAZMAT SERVICES, INC.

By: DocuSigned by:
Martin Green
045C85BF15D54E4... _____

Name: Martin Green
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A - 1

SCOPE OF WORK

Citywide Cleanup Services of Abandoned Waste in the City and County of Denver

The City requires contractor support to assist multiple City agencies with the clean-up of City properties, including public rights-of-way, and other properties as directed by the City. The details and scope of work are as follows:

I. Schedule of Services:

Authorization and Notice to Proceed

The contractor shall perform clean-up services pursuant to a schedule agreed-upon with the Authorized Representative of the relevant City agency via a Notice to Proceed (NTP) in accordance with Section 2(d) of the Agreement. Notices to Proceed will be issued by an authorized representative verbally or in writing, including over the telephone, by text (SMS), or in person.

Work Schedules

Contractor services will be required for both: a) routine weekday projects and programs, and b) non-routine and urgent responses to a designated work site.

Routine Services

“Routine Services” are clean-up services initiated by the contractor between the hours of 6 AM and 6 PM on weekdays excluding national holidays that have been planned or scheduled with an authorized representative of the City at least one day in advance of performing the work. Services are initiated when both contractor staff and contractor work vehicle(s) first arrive at the designated work site. Routine Services span a single shift of work, not exceeding 12-hours. Routine Services may extend into the evening hours depending upon when services were initiated. (While performing routine services contractor staff may accrue overtime depending upon their agreement with their employer.)

Non-Routine and Urgent Services

“Non-Routine Services” are clean-up services that are not Routine Services, including services initiated by the Contractor with fewer than 24 hours’ notice in advance of performing the work, between the hours of 6 PM and 6AM, and on weekends and national holidays.

“Urgent Services” are clean-up services initiated within two hours of a request for services. Urgent Services require the Contractor to mobilize one or more staff and a work vehicle for service to a designated work site within a one to two-hour window of receiving an NTP (typically conveyed by telephone, text, email or in person) from an Authorized Representative. In the absence of a specific communication on time frame in the NTP, the contractor shall ensure that at least one worker having tools and a work vehicle arrives on site within 90 minutes of the contractor’s receipt of an NTP.

The City may incur increased costs for Non-Routine and Urgent Services according the contract rate sheet set forth in Exhibit C.

II. Scope of Services:

Waste Clean-up

For each NTP, the contractor will provide two or more laborers with a vehicle to support City staff to remove and dispose of waste items at various properties. At least one of these laborers must be listed on the "Key Personnel" list, set forth in Exhibit B, and must be trained and qualified to guide and oversee clean-up services and to assist other staff in the event any household hazardous wastes are encountered. This Key Person will also be responsible for conferring with and following the directions of the Authorized Representative of the City agency requesting services at all times during the clean-up.

During each clean-up, the contractor will pick-up and remove items found on various properties and rights of way as directed by the City agency requesting the work (for example, Public Works or Parks). Waste that contractor staff may encounter during cleanups includes litter, food, spoiled food, human and animal waste, sharps (possibly used syringes and other injection devices), articles contaminated with bodily fluids, and consumer chemical products (such as aerosol cans, batteries, fuel canisters, etc.). An officer of the Denver Police Department or Denver Parks Rangers will be present during the work and will intercede in the removal of any firearms, medications, or illegal drugs.

Waste clean-up services provided under this Agreement shall not include management of belongings of tenants in the process of eviction from private rental residences such as homes, apartments, and condominiums.

Household chemical products and sharps must be collected, contained and handled in coordination with the Environmental Quality Division of the Department of Public Health and Environment. Depending on the type of waste, proper management may include durable packaging or overpacking and transport to and storage at a designated City regulated waste management site. Sanitary wastes may be collected, contained (i.e., bagged), and deposited directly in a City waste collection vehicle, City waste bin or receptacle, or transported to a designated City transfer facility or the Denver Arapahoe Disposal Site, as directed by the City agency requesting the service.

The contractor's employees on site shall wear level D or modified level D PPE, at a minimum. For information pertaining to level D PPE, please visit:

[https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9767.](https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9767)

The contractor's employees may choose to wear additional PPE such as disposable Tyvek coveralls, disposable gloves, safety glasses, and an N95 or P100 filtering facepiece respirator. The contractor is ultimately responsible for assuring that its employees wear the appropriate level of PPE for the work. Should the City find that the contractor's staff are failing to wear appropriate PPE on site, the City may immediately cancel the work and seek to remedy the risk with the contractor.

Collection, Transportation, and Storage

At the direction of the City agency requesting the work, contractor may be required to collect items for safe keeping and short-term storage. The contractor will manage collected items at the direction of the City, which will include a tagging and inventory process so that people may return at a later date to reclaim their possessions.

At the City's direction, the contractor will place possessions in protective bags and rigid containers and transport the containers to a storage site arranged for by the City. The storage site and suitable rigid storage containers will be supplied by the City. The contractor must provide suitable bags, such as transparent to translucent 'drum liner' bags, for stored materials.

The City will work with the contractor as needed to develop and use a tags and receipts process that best serves the City and the people served by this short-term storage procedure.

The contractor is expected to have access to one or more trucks with the capacity to carry a minimum of 500 pounds of trash in bags or an equivalent volume of containers at any time for a project and must provide an operator for that truck. At least one such truck must have a lift gate and the capacity to carry eight or more full containers (e.g., typical City-supplied 90-gallon barrels). The City may also require the contractor to transport large items that cannot be contained in a bin.

Operation of Storage Facility

A City agency may require the contractor to supply the labor and expertise needed to staff a temporary storage site of collected items. The contractor will be responsible for inventorying and locating items and returning them upon request, and must record details of the transaction. The contractor will be required to supply a security guard with actual security services training (such as an off-duty police officer or an employee of a commercial security service) for the hours that the storage site is open for items to be claimed.

The City does not initially anticipate the need for staffing or security at the storage site beyond a daily six-hour window; however, these hours could increase during the course of the Agreement.

The contractor will be required to work with City staff to sort through and discard items that are unclaimed after a designated period.

Reporting

The contractor will be required to provide agreed-upon weekly reports to the City that may include inventory sheets, claim checks, documentation of claimed items, documentation of volume of waste collected, documentation of the number of sharps collected at each specified site, and staff hours.

Environmental Awareness and Compliance

The City's Environmental Management System (EMS) requires all City business partners to be aware of:

- The City's Environmental Policy,
- The environmental aspects their actions may impact, and
- Their duty to implement practices to comply with environmental regulations and the City's environmental performance goals.

The City's Environmental Policy may be viewed here:

<https://www.denvergov.org/content/dam/denvergov/Portals/771/documents/EQ/EMS/2017%20Denver%20Environmental%20Policy.pdf>

Exhibit C –1 Rate Sheet

A. Labor Rates:		\$ per hour
1 A	Executive, Project Manager	\$67.00
2 A	Executive, Project Manager -Non-routine and Urgent Services (initiated weekdays 6 PM to 12 AM)	\$67.00
3 A	Executive, Project Manager -Non-routine and Urgent Services (initiated weekdays 12 AM to 6 AM, all weekends, and national holidays)	\$67.00
4 A	Foreman	\$54.00
5 A	Foreman -Non-routine and Urgent Services (initiated weekdays 6 PM to 12 AM)	\$55.00
6 A	Foreman -Non-routine and Urgent Services (initiated weekdays 12 AM to 6 AM, all weekends, and national holidays)	\$55.00

B. Labor Rates - Subject to Prevailing Wage:		\$ per hour
7 B	Equipment Operator*, Commercial Driver, Truck Driver (subject to prevailing wage rates)	\$52.00
8 B	Equipment Operator*, Commercial Driver -Non-routine and Urgent Services (initiated weekdays 6 PM to 12 AM)	\$55.00
9 B	Equipment Operator*, Commercial Driver -Non-routine and Urgent Services (initiated weekdays 12 AM to 6 AM, all weekends, and national holidays)	\$55.00
10 B	Technician, Laborer *(subject to prevailing wage rates)	\$45.00
11 B	Technician, Laborer *-Non-routine and Urgent Services (initiated weekdays 6 PM to 12 AM)	\$47.00
12 B	Technician, Laborer *-Non-routine and Urgent Services (initiated weekdays 12 AM to 6 AM, all weekends, and national holidays)	\$47.00
13 B	Security Guard**	\$68.00
14 B	Administrative Assistant**	\$32.00

C. Local Transportation Rates (Metro-Denver and area landfills, non-subcontracted; exclusive of any rental charges):		\$ per hour
1 C	Service Truck, small (e.g., pick-up, flat/stake bed/cube, under 17 ft)	\$22.00
2 C	Service Truck, large (e.g., enclosed trailer, flat/stake bed, 17 ft or more)	\$35.00

D. Rapid Response Fee - Urgent services, per event:		\$ Flat Fee
1 D	Crew and Equipment Readiness	100. ⁰⁰

E. Administrative Charges for Sub-Contract Services:		mark-up %
1 E	Equipment rental (barricades, fencing, portable lighting, roll-off dumpster, etc.)	8.0%

F. Procurement Charges for Supplies		mark-up %
1 F	Purchase of single-use PPE and waste containers	8.0%
NOTE: The City may not be charged for standard tools, hand carts, other manually operated durable equipment.		

G. Special Equipment Rental Rate (includes highway trailer, if applicable):		\$ per hour rental rate		mark-up %
1 G	Trailer-mounted Generator Set and Lights,	\$24.00	or	8.0%
2 G	Fork-Lift or Skid-Steer with attachments	\$50.00	or	8.0%
3 G	Pressure Washer or Sweeper/Scrubber Vehicle	\$30.00	or	8.0%
4 G	Porta-potties or portable rest-rooms	n/a	or	8.0%
5 G	All other equipment (includes heavy-duty power tools, e.g., lawn mower, chain-saw saw, etc.)	\$16.00	or	8.0%

NOTE: Labor categories marked * are subject to Denver Prevailing Wage Ordinance and pay schedules published by the City for HEAVY CONSTRUCTION PROJECTS. At all times while in service to the City, contractors performing work in those categories must be paid an hourly wage at least equal to the current published minimum wage for that specific labor category. Labor categories marked ** for Clerical workers and Security Staff must be paid at least as much as Denver's Living Wage rate. All laborers must be paid an hourly wage not less than the local government minimum wage in Denver. Be advised: hourly minimum wage rates are adjusted annually or more frequently. All applicable wage rates may be found at: www.denvergov.org/content/denvergov/en/denver-auditor/prevailing-wage.html