

## AGREEMENT

**THIS AGREEMENT** between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **E.T. TECHNOLOGIES, INC.**, a Utah corporation doing business at 10000 S. Dransfeldt Road, Suite 100, Parker, CO 80134 (the “Contractor”) (collectively “the Parties”), is made and entered into as of the date stated on the City’s signature page below.

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The primary departments to request performance of Services under the Agreement will be the Department of Public Health and Environment (“DPHE”) and the Department of Aviation (“DEN”). The Denver Fire Department (“DFD”) and Denver Police Department (“DPD”), which are within the Department of Safety, may also request performance of Services, including those to be performed at DEN. For services performed at DEN, “User Agency” means DEN (regardless of whether DEN, DFD, or DPD, requests services). If DEN is the User Agency, “CEO” means the Chief Executive Officer of DEN. For all other User Agencies, “Manager” refers to the Manager of the DPHE. “Authorized Representative” means the person(s) duly authorized to request Services for the User Agency, unless the Authorized Representative for a specific department is identified, in which case it means the authorized agency for that department.

**2. SERVICES TO BE PERFORMED:**

(a) Subject to the terms of the Agreement and as directed, Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in the Scope of Services, a copy of which is attached as Exhibit A (“Services”) to the City’s satisfaction.

(b) Records:

(1) Contractor is prohibited from destroying or discarding any critical records or document and shall maintain them in the Denver Metropolitan Area. Upon request, Contractor shall provide the City with the critical records and documents in the format (i.e., hard copy or electronic or both) and in the time period requested. Without limitation, critical records include: plans, drawings, diagrams, photographs, specification sheets, instruction manuals, warrantee cards, work orders, receipts, invoices, time cards, payroll forms, tickets, shipping papers, test results, laboratory reports, training records and certificates, licenses, permits, and correspondence from local, state and federal authorities. Critical records also include any item containing information that documents conditions, decisions, actions or costs significant to Contractor’s provision of service to the City or significant to the short-term or long-term financial or legal obligations of the City.

(2) Contractor shall generate all manifests or other documentation of transport and delivery, transport and disposal, or transport and transfer of possession of

products, equipment, wastes, scrap or secondary materials as appropriate to the activity. Contractor shall submit copies of all manifests or other records of disposal or transfer of possession of wastes, scrap or secondary materials to the Authorized Representative, and if DEN is not the User Agency, Contractor shall also submit copies, or the original where permitted, to the Authorized Representative of DPHE.

- (3) In addition to other record requirements, upon request, Contractor shall procure and provide the originals of critical documents, including, without limitation, owners documents, titles, reports and test results, permits obtained on its behalf, generator copies of manifests to the Authorized Representative of DPHE or DEN, as requested. If it is impractical or impossible to provide originals of these documents because of legal records distribution procedures, Contractor shall procure and provide fully legible high fidelity copies of the original (accurately showing colors, annotations and fine lines) to the Authorized Representative of DPHE or DEN, as requested.

(c) **Disposal:** For each request for Services, Contractor must obtain express prior written approval from the Authorized Representative of DPHE or DEN for the destination facility and for the means of waste treatment and disposal. Contractor, however, is not required to obtain prior written approval from DPHE or DEN for the disposal of non-hazardous wastes at the Denver Arapahoe Disposal Site (“DADS”) and shall dispose of all non-hazardous wastes at DADS, provided the non-hazardous waste is accepted at DADS. For non-hazardous waste not accepted at DADS, Contractor shall dispose of that non-hazardous waste at the facility requested by the Authorized Representative of DPHE or DEN.

- (1) Contractor shall comply with and shall not cause the City to be in violation of Executive Order 115, including Memorandum 115A (“**XO 115**”), which is hereby incorporated by reference. Contractor may not directly pay the City’s landfill operator at DADS and shall provide invoices for disposal at DADS to the User Agency. If Contractor fails to comply with this provision, the City is only obligated to pay Contractor based on the rate that would have been charged at DADS had Contractor complied with those provisions.
- (2) Contractor may use existing approved waste profiles whenever possible. Contractor shall seek out and use the most environmentally protective yet economical means of materials and waste management, recycling and disposal available and as allowed by regulation.
- (3) In connection with Services, no wastes may be shipped outside of the continental United States for any purpose without express prior written approval of the Manager.

(d) **Notice to Proceed:**

- (1) Services will be authorized through a written or verbal notice to proceed (“NTP”). Each NTP will set forth the scope of work and will be issued by an

Authorized Representative. Subject to and in accordance with the terms of the Agreement, Contractor shall comply with the NTP. Services performed by Contractor, including preparations made by Contractor, before receipt of a written NTP or a verbal notice to proceed in accordance with the respective provisions below are made at Contractors own risk.

**(2) Written Notice to Proceed.** Except as indicated in paragraph (d)(3) below, no Services may commence before receipt of a written NTP detailing a defined scope of work from an Authorized Representative. In all situations other than those listed in paragraphs (d)(3) below, Contractor shall participate in a deliberate and collaborative process with the User Agency. This process includes an exchange of the documents listed below or alternative documents containing similar information. When requested by the User Agency, Contractor must provide the City with more than a single management option and associated costs.

**(A)** A detailed written description of the scope of work requested by the user agency;

**(B)** A written, line item level of detail cost estimate for the requested scope of work by Contractor; and

**(C)** A written NTP describing agreement on cost, schedule, points of contact, deliverables and supporting documentation by the user agency.

**(3) Verbal Notice to Proceed.** Contractor shall act on a verbal notice to proceed only when the criteria listed below in 2(d)(3)(A)(B)(C) are satisfied. Provided the criteria below are satisfied, anytime a verbal notice to proceed is issued, Contractor shall perform the initial scope of work and shall clarify its understanding of the scope of work with the Authorized Representative who issued the verbal notice to proceed. Contractor shall use its best judgment to establish and understand the scope of authority of the individual on whose order it acts. Designation of authority to command resources under this contract will differ among User Agencies and programs.

**(A)** Hazmat response is needed urgently to address an emergency situation; or

**(B)** Hazmat management services must proceed without delay to prevent an increased risk to public health or the environment or to address an existing recognized undue risk to public health or the environment; and

**(C)** The verbal notice to proceed is issued by a recognized person of authority who demonstrates knowledge in hazmat management or public health protection and safety and is a City employee with one of the four User Agencies identified in Section 1.

(e) For all Services, Contractor shall make all necessary notifications to local, state, and federal authorities regarding storage, handling, and transport of hazardous materials and hazardous waste.

3. **TERM:** The term of the Agreement will commence on the date set forth on the City's signature page and will expire three years thereafter; however, at the City's option the Agreement may be amended to extend the term for up to two additional one-year periods. Contractor hereby agrees to amend the Agreement to extend the term for up to two additional one-year periods on the same terms and conditions set forth in the Agreement, including all exhibits to it.

4. **COVENANTS; WARRANTIES:** Contractor warrants that it is ready, willing, and able to provide the services required by the Agreement and covenants that it shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement. Contractor further covenants that upon the occurrence of any of the events listed below, it shall notify the Manager of DPHE within seventy-two (72) hours of the occurrence.

(a) Contractor (including any affiliate or its parent company) has been served with notice of a violation of any law, regulation, permit or license which is related to service(s).

(b) Proceedings have been commenced against Contractor (including any affiliate or its parent company) that could result in revocation of permits or licenses that relate to Service.

(c) Contractors' (including any affiliate or its parent company) permits, licenses, or other governmental authorizations relating to services provided hereunder have been revoked.

(d) Litigation has been commenced against Contractor, including any affiliate or its parent company, relating to services provided hereunder.

(e) Contractor has reason to believe or is aware that equipment or facilities used for Services under the Agreement are not in compliance with applicable laws, regulations, permits or licenses.

(f) Contractor has reason to believe or is aware that it, including its officers, employees, independent contractors, subcontractors, have been involved in an accident or incident involving hazardous wastes or hazardous materials that it has reason to believe or is aware were generated by the City.

(g) Contractor has reason to believe or is aware that a destination facility (landfill or other Treatment, Storage, or Disposal Facility) to which hazardous wastes or hazardous materials were sent under the Agreement has been cited by state or federal authorities for failure to comply with environmental law, permits, licenses or certificates required for operation have been suspended or revoked; has been closed for any reason, or otherwise becomes unsuitable to receive the types of wastes it formerly received.

5. **TRAINING**: At its sole expense, Contractor is responsible for all required training. Upon request, Contractor shall provide a copy of all training certificates for its employees, including those of all sub-contractors. When training of workers for a specific duty is required by law, Contractor shall ensure that only properly trained individuals are assigned to and actually perform the duty for which training is required; training for each worker is up to date and meets all refresher requirements; and a physical record of certification of training and refresher training exists for each worker.

6. **TIME IS OF THE ESSENCE**: Time is of the essence in performing Services requested under the Agreement. Contractor shall comply with all time frames.

7. **KEY PERSONNEL**:

(a) Contractor shall provide experienced personnel to perform and complete Services under the Agreement utilizing the list of key personnel identified in **Exhibit B**. To the extent possible, Contractor shall provide advance written notice to the Manager of DPHE requesting approval of any changes in key personnel. If advance notice of a change in personnel is not possible, Contractor shall inform the Manager of DPHE within 72 hours of the change and request consent to substitution of key personnel.

(b) If the Manager of DPHE does not consent or determines that the performance of any key personnel is not acceptable, he shall notify Contractor of the determination and may give Contractor an opportunity to correct performance. If the Manager of DPHE notifies Contractor that a substitution of key personnel or performance of Services by any key personnel is unacceptable, Contractor shall substitute such personnel within the period of time requested by the City.

8. **ACCESS TO NON-CITY OWNED REAL PROPERTY**: When access to real property owned by third parties must be gained to perform work under the Agreement, Contractor is responsible for obtaining the necessary permission and releases from the property owner to allow Contractor to gain access and work on non-City property. For access to private property temporarily under control of Denver Police or Fire departments, Contractor must obtain permission to enter from the on-site commander and comply with all requested precautions.

9. **COMPENSATION AND PAYMENT**:

(a) As full and complete compensation for the services rendered and costs incurred under the Agreement, Contractor will be paid the lesser of either a maximum fee to be set forth in the applicable NTP or an amount based on Contractor's periodic invoices. Amounts billed for services rendered must be based on the rates provided in the Rate Schedule, a copy of which is attached as **Exhibit C**. There are no reimbursable expenses allowed under the Agreement. All of Contractor's expenses are contained in the rates in Exhibit C and all overhead costs will be borne by Contractor exclusively as a business cost. Overhead costs include those related to faxing, document reproduction, telephone and cellular phone service, computer processing, and administrative-related services.

**(b) Invoicing:** Contractor shall send a monthly invoice or per project invoice, as applicable, to the appropriate User Agency at the address set forth in Section 23. The invoice must include the date of Service(s) performed and the identity of the Authorized Representative and must be in a format and have a level of detail acceptable to the User Agency. Contractor shall provide all supporting documentation, including receipts, manifests, bills of lading, sub-contractor invoices, and any other supporting documentation requested by the City, with the invoice. Contractor shall also submit payroll-related documentation separately and at a time and frequency required to comply with the City's prevailing wage ordinance. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under the Agreement.

**(c) Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Fifteen Million Dollars and No Cents (\$15,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

**(2)** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the 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.

**10. STATUS OF CONTRACTOR:** Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither 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.

**11. TERMINATION:**

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

**(b)** Notwithstanding the preceding paragraph, the City may terminate the Agreement if 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, 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 Contractor's possession, custody, or control by whatever method the City deems expedient. 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. Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

## **12. EXAMINATION OF RECORDS:**

(a) 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 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.

(b) In connection with any services performed hereunder on items of work for DEN toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor further agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

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

## **14. INSURANCE:**

(a) **General Conditions:** At the time of or before executing the Agreement, Contractor shall secure the following insurance covering all operations, goods or services provided pursuant to the Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension of it, during any warranty period, and for three (3) years after its termination. The required insurance must 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 must contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. The notice must be sent thirty (30) days before cancellation or non-renewal unless it is due to non-payment of premiums, for which notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal, and any reduction in coverage by certified mail, return receipt requested within three (3) business days of notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, Contractor shall notify the City. Contractor is responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in the Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. 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 the Agreement. All notices required above, must be sent to the persons identified in the Notice section of the Agreement and must include the City contract control number that is on the signature page of the Agreement.

**(b) Proof of Insurance:** Contractor shall provide a copy of the 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 the Agreement. Contractor covenants that the certificate of insurance attached as **Exhibit D**, which should be an ACORD certificate, complies, with all insurance requirements of the Agreement. The City requests that its 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 the Agreement does not act as a waiver of Contractor's breach of the Agreement or of any of the City's rights or remedies under the 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, Excess / Umbrella Liability, and Contractors Pollution Liability (excluding the Errors & Omissions portion of the policy), Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured and any other person or entity upon written request by the City.

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

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



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

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

**(h) Business Automobile Liability:** Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the contractors' pollution liability policy is an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

**(i) Excess / Umbrella Liability:** Contractor shall maintain excess liability limits of \$10,000,000. Coverage must be written on a "follow form" or broader basis. Any combination of primary and excess coverage may be used to achieve required limits.

**(j) Contractors Pollution Liability Including Errors and Omissions:** Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include coverage for errors and omissions, bodily injury, property damage, defense costs, clean up costs, and completed operations.

**(k) Additional Provisions:**

**(1)** For Commercial General Liability and Excess / Umbrella Liability, the policies must provide the following:

**(A)** That the Agreement is an Insured Contract under the policy.

**(B)** Defense costs are outside the limits of liability.

**(C)** A severability of interests or separation of insureds provision (no insured vs. insured exclusion).

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

**(2) For claims-made coverage:**

- (A)** The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (B)** Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Contractor shall procure per occurrence limits and furnish a new certificate of insurance showing this coverage is in force.

**15. DEFENSE AND INDEMNIFICATION:**

**(a)** Contractor shall defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under the 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 will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

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

**(e)** This defense and indemnification obligation shall survive the expiration or termination of the Agreement.

**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.* 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:** Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining the Manager of DPHE's prior written consent. Any assignment or subcontracting without this consent will be ineffective and void, and shall be cause for termination of the Agreement by the City. The Manager of DPHE 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) Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any 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 Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**20. NO AUTHORITY TO BIND CITY TO CONTRACTS:** 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. 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) Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. 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 Contractor by placing Contractor's own interests, or the interests of any party with whom 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 in the event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

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

If to the Department of Public Health and Environment:

Manager of Department of Public Health and Environment  
200 West 14<sup>th</sup> Street, Dept. 300  
Denver, Colorado 80204

If to Department of Aviation:

Department of Aviation  
Environmental Services  
8500 Peña Boulevard, Department 1630  
Denver, Colorado 80249-6340

With a copy of any notice concerning breach or termination to:

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

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

(a) The 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) Contractor certifies that:

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

(c) 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 that fails to certify to 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 the 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 that otherwise requires Contractor 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 performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the 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) 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 the Agreement for a breach of the Agreement. If the Agreement is so terminated, 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:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f), or for matters involving the Department of Aviation, D.R.M.C. § 5-17. For the purposes of that administrative procedure, the City official rendering a final determination will be the Manager or CEO, unless that Manager or CEO, in his or her sole discretion, delegates this authority to the Manager of Safety or other appropriate person of authority within the Police or Fire Departments. The Manager's or CEO's determination resulting from an administrative hearing will be final, or that of a delegate, subject only to appeal of final determination under Colorado Rule of Civil Procedure Rule 106(a)(4).

**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.

**27. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, 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. Contractor shall insert the foregoing provision in all subcontracts.

**28. COMPLIANCE WITH ALL LAWS:**

(a) 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.

(b) Without limiting the foregoing, Contractor shall comply with all local, state, and federal regulations regarding environmental protection, worker protection, and public safety, at all times, including, without limitation:

- Solid and hazardous waste management per the Resource Conservation and Recovery Act (RCRA) as administered by state authorities.
- Workplace safety per the Occupational Safety and Health Act
- Transportation safety per title 49 of the Code of Federal Regulations
- Radioactive materials management per title 10 of the Code of Federal Regulations
- Wastewater discharge per the Clean Water Act and applicable regulations and guidelines promulgated by the Colorado Department of Public Health and Environment

- Metro Wastewater Reclamation District Rules and Regulations Governing the Operation, Use, and Services of the System
- International Fire Code, as amended and adopted by the City
- Relevant building and electrical codes

**29. PREVAILING WAGE:**

(a) Contractor's employees and those of its subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C. By executing the Agreement, Contractor covenants and affirms that it is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages for the affected services to be provided under the Agreement by Contractor or its subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).

(b) Contractor shall pay every covered worker, as defined in § 20-76(a) D.R.M.C., a living wage as provided in § 20-76, D.R.M.C. A copy of the applicable prevailing wage rate schedule is attached as **Exhibit E**.

(c) In accordance with § 20-76(b) and (d), D.R.M.C., the following mandatory provisions are included:

- (1) The minimum wages to be paid for every covered worker may not be less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.
- (2) Contractor or its subcontractor shall pay covered workers performing Services under the Agreement the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the Auditor's specifications, and any addenda thereto, on the actual date of proposal opening, regardless of any contractual relationship that may be alleged to exist between Contractor or subcontractor and the covered workers. Increases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year is mandatory on either Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year is mandatory for Contractor and subcontractors only on the yearly anniversary date of the Agreement. The City agrees to reimburse Contractor for mandatory increases in prevailing wages that occur on or after January 1, 2013. Decreases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year are not permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year are not effective except on the yearly anniversary date of the Agreement.
- (3) Contractor and its subcontractors shall pay all covered workers at least once a week the full amounts of wages accrued at the time of payment, except that Contractor and subcontractor shall pay non-construction workers, such as

janitorial or custodial workers performing services under the Agreement, at least twice per month.

- (4) Contractor shall post in a prominent and easily accessible place at the site of work the scale of wages to be paid by Contractor and all subcontractors working under Contractor.
- (5) If Contractor or any subcontractor fails to pay wages required by the Agreement, no warrant or demand for payment to Contractor will be honored until Contractor furnishes the Auditor evidence satisfactory to the Auditor that the required wages by the Agreement have been paid.
- (6) Contractor shall furnish to the Auditor each week during which Services were performed or are in progress under the Agreement, a true and correct copy of the payroll records of all covered workers employed under the Agreement, either by Contractor or subcontractors. These payroll records must include, among other things, information showing the number of hours worked by each covered worker employed under the Agreement, the hourly pay of the covered workers, any deductions made from pay, and the net amount of pay received by each covered worker for the period covered by the payroll.
- (7) The copy of the payroll record must be accompanied by a sworn statement of Contractor that the copy is a true and correct copy of the payroll records of all covered workers working under the Agreement either for Contractor or subcontractors, that payments were made to them as set forth in the payroll records, that no deductions were made other than those set forth in the payroll records, and that all covered workers performing Services under the Agreement, either by Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the Auditor's specifications.
- (8) If any covered worker employed by Contractor or any subcontractor under the Agreement has been or is being paid a rate of wages less than the rate of wages required by the Agreement, the City may, by written notice to Contractor, suspend or terminate Contractor's right to proceed with Services, or any part of the Services for which there has been a failure to pay the required wages, and in the event of termination may prosecute the Services to completion by contract or otherwise, and Contractor and any sureties will be liable to the City for any excess costs occasioned the City thereby.

**30. PROCUREMENT GOALS:** Pursuant to D.R.M.C. § 28-126, the Director of the Division of Small Business Opportunity has waived any procurement goals that may apply to the services provided under the Agreement.

**31. BONDS:**

**(a) Payment & Performance Bond.** Title 15 of the Department of Aviation Department of Public Works Standard Specifications for Construction General Contract



Conditions, 2011 Edition, applies to the Agreement as supplemented by the following: Contractor shall furnish a Performance and Payment Bond, in the form attached as **Exhibit F**, covering all Services performed under the Agreement. Contractor shall provide a bond in the amount of **Twenty-Five Thousand Dollars and No Cents (\$25,000.00)** at the time it executes the Agreement. If the dollar amount of Services to be performed under any NTP, including change orders thereto, exceeds this amount, Contractor shall provide a properly executed bond Change Rider, in the form attached as **Exhibit F-1**, in an amount that will increase the penal sum of the Bond to an amount at least equal to amount set forth in the applicable NTP, including any change orders thereto.

**(b) DEN Bond Requirements.** The Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

**32. FEDERAL PROVISIONS:** The Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System. The provisions of the attached **Appendix A** are incorporated herein by reference.

**33. 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.

**34. 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.

**35. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls. All exhibits identified in the Agreement are hereby incorporated into the Agreement by this reference.

**36. 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, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by Contractor and paid for by the City pursuant to the Agreement, in

preliminary or final form and on any media whatsoever (collectively, "Materials"), belong to the City. Contractor shall disclose all such items to the City. 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 vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," Contractor (by the 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.

**37. 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, 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.

**38. ADVERTISING AND PUBLIC DISCLOSURE:** Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Manager, or for services at DEN the CEO. 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. Contractor shall notify the Manager or CEO in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**39. 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.

**40. 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 or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent addition, deletion, or other modification will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**41. 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.

**42. COUNTERPARTS OF THE AGREEMENT:** The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

**43. 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 hereunder, 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:** ENVHL-201842353-00

**Contractor Name:** E.T. TECHNOLOGIES, 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: ENVHL-201842353-00

Contractor Name: E.T. TECHNOLOGIES, INC.

By: Cellan Pearce

Name: Cellan Pearce  
(please print)

Title: President  
(please print)

ATTEST: [if required]

By: Cynthia L. Cason

Name: Cynthia L. Cason  
(please print)

Title: Asst. Corporate Secretary  
(please print)



## EXHIBIT A

### SCOPE OF WORK

The contractor shall provide the following services for the City and County of Denver:

1. Segregation and packaging of known chemical products and hazardous and non-hazardous wastes, including waste container preparation per 'Labpack' rules, plus initial transportation for disposal according to State and Federal regulations.
2. Clean-up of illegal dump sites of solid wastes as requested and authorized by the City.
3. Collection, containment, transport and disposal of abandoned wastes.
4. Identification of unknown chemical products and wastes, and segregation and packaging of collected materials by hazard according to State and Federal regulations.
5. Emergency chemical release response support and initial site clean-up (excluding first responder activities, firefighting, public safety enforcement, or any activity in which there is imminent or uncontrolled danger to responders).
6. Contractor is to provide services only in stable environments where hazards and risks to personal safety are known, controlled, and within industry accepted limits for trained hazardous materials technicians wearing appropriate PPE.
7. Collection, packaging, management, transportation and disposal or reclamation of radioactive materials or instruments containing radioactive materials or sources (in non-life-threatening forms or intensities)
8. Management and oversight of sub-contracted services for transport, treatment and disposal of hazardous and non-hazardous wastes according to Resource Conservation and Recovery Act (RCRA) regulation, plus discarded substances subject to other state and federal waste management and recycling requirements. Familiarity with 2018 requirements for E-manifest filing, and ability to implement as needed.
9. Transportation within the state and metro-area of hazardous and non-hazardous materials for bulk storage, use, reclamation or disposal.
10. Management and oversight of sub-contracted services for long distance transportation of hazardous and non-hazardous materials for reclamation or disposal.
11. Hazardous waste generator facility compliance and waste container management support.
12. Regulated waste centralized collection area management and support including site housekeeping, site inspections, waste inventory management and recordkeeping, and waste bulking and packaging.
13. Universal waste lamp management and support including packaging, transport, and recycling or disposal of wastes in bulk.
14. Asbestos containing materials collection, containment, transport and disposal (excludes building and structural abatement).
15. Excavation of asbestos containing soil and related debris. Proper management including profiling and disposal.
16. Lead-based paint contaminated materials collection, containment, transport and disposal (excluding actual site remediation).

17. Excavation of soils contaminated by metals, petroleum, and chemical wastes for the abatement of building sites and in response to spills.
18. Mold impacted materials collection, containment, transport and disposal (excluding actual site remediation).
19. Non-routine removal, transport and disposal of biological and infectious wastes including feces and bodily fluids, used sharps and contaminated materials.
20. Collection, containment, transport and disposal of dead animals and pests (excluding actual pest management and extermination).
21. Mercury spill site stabilization, monitoring, and clean-up.
22. Clandestine drug laboratory initial stabilization and hazardous materials identification, removal, segregation and packaging.
23. Management and oversight of sub-contracted services for laboratory analyses of environmental media, wastes, and debris. This includes actual sampling services and delivery to laboratory as well as initial interpretation of results under applicable regulations.
24. Management and oversight of sub-contracted special services including but not limited to medical waste (including pharmaceuticals) disposal, recycling and energy recovery of petroleum products, metals reclamation, etc.
25. Management and oversight of sub-contracted special trades including but not limited to electrical, plumbing, fabrication.
26. Wastewater and sludge pumping and containment. Management and oversight of sub-contracted services for wastewater pre-treatment and discharge or disposal including profiling.
27. Initial response to and clean-up of petroleum spills to soils and water bodies plus ability to sub-contract for specialized spill response services (i.e. deployment and maintenance of floating booms, watercraft, structural booms, oil skimmers, etc.)
28. Hazardous materials and petroleum product spill site stabilization and clean-up on streets, alleys, and gutters.
29. Non-routine storm water, sewer, and grease trap waste removal and overflow clean-up.
30. Confined space entry for hazmat assessment, removal and cleaning of interior vaults.
31. Grounds and landscape care, and building and equipment maintenance assistance (snow removal, storm water pumping, filter changing, tank cleaning) incident to hazardous waste generator facility compliance; includes trenching, paving, berming and excavation incident to spill and remediation site operations.

The most common general scenarios for which services will be requested are detailed in A through I below.

**A. Urgent spill response and clean-up**

Contractor must act on a verbal and/or written notice to proceed, at any time of day on any calendar day, to mobilize crews and equipment to control and begin to abate on City property (or on private property if commanded by public safety authorities having jurisdiction) spills of petroleum products, or other hazardous liquids and solids. Contractor must be able to place personnel on site within two (2) hours of receiving initial instructions. Contractor must be able to begin effective containment, stabilization and abatement efforts within four (4) hours of receiving initial instructions. Spills may be on permeable or impermeable surfaces, or into rivers, lakes or streams or a combination of environments.

Mobilization may require the effort of two (2) to six (6) personnel on site; use of advanced levels of Personal Protective Equipment (PPE), use of light trucks, use of specialized vehicles or equipment such as a vacuum truck or excavator, use of light and heavy trucks, and use of containment booms or dikes, absorbent supplies, and hand tools.

**B. Urgent waste abandonment response**

Contractor must act on verbal and/or written notice to proceed, at any time of day on any calendar day, to mobilize crews and equipment to collect, safely package, transport, temporarily store, and eventually dispose of discarded chemical products or hazardous materials abandoned on City property. Abandoned wastes may include multiple containers located in one place or scattered throughout a defined area. Abandoned waste containers may be open and leaking, or may be of poor integrity requiring re-packaging or over-packing. Leaked material also must be recovered, appropriately re-contained and disposed of. Contractor must be able to begin effective waste collection and containment within two (2) hours of receiving initial instructions.

Mobilization may require the effort of up to two (2) personnel on site; use of level D PPE, use of one light truck, use of chemical containment supplies, field test equipment and hand tools.

**C. Urgent confiscated hazardous materials management**

Contractor must act on a verbal and/or written notice to proceed, at any time of day on any calendar day, to mobilize crews and equipment to identify, collect, package, and transport hazardous materials confiscated from clandestine drug laboratories and other private properties secured by City Safety authorities. Hazardous materials may include but are not limited to corrosive, flammable, and toxic chemicals, infectious substances, and radioactive material. Contractor must be able to begin effective on-site categorization and packaging of hazardous materials within four (4) hours of receiving a notice to proceed.

Mobilization may require the effort of two personnel on site; use of level C PPE, use of one light truck, and use of multiple types of chemical containment and packaging supplies, chemical detection and test equipment, and hand tools. Service may include placement of wastes into temporary storage at a City facility, and eventual disposal of some or all chemical wastes.

**D. Non-urgent spill and waste abandonment response and site remediation**

Contractor must act on verbal or written notice to proceed, during normal business hours, to mobilize crews and equipment to remove and contain materials and otherwise abate and clean-up a site directly impacted by a spill of petroleum products, other hazardous and non-hazardous liquids, absorbents, loose solids, contaminated soil, trash and debris and materials detrimental to public sanitation. Contractor must be able to collect and safely



hold and store spilled materials and impacted media. Service may also include disposal of spilled materials and impacted media, trash, debris, and sanitary waste. Contractor must be able to begin effective spill clean-up within two (2) days of receiving a notice to proceed.

Mobilization may require the effort of two or more personnel on site; use of level D PPE, use of light and heavy trucks, use of specialized equipment such as a vacuum truck or excavator, and use of chemical containment supplies, chemical detection equipment, and hand tools.

This service may include remedial investigation/feasibility studies (RI/FS) and multi-phase clean-up activities, including long-term monitoring and remediation. Subsequent remediation work could include, without limitation, excavating and hauling contaminated material; treating contaminated soil; pumping and / or treating contaminated water; disposing contaminated water and soil; operating and maintaining remedial systems; decommissioning remedial systems; and restoring sites. If asbestos is encountered during site remediation work, the Contractor shall also manage the regulated asbestos containing material in soil. The contractor shall ensure that all waste material generated during remediation and monitoring is properly stored, characterized, transported, and disposed or treated according to all local, State, and Federal regulations. The contractor may be asked to craft or act as an MMP (materials management plan) supervisor, or hire a consultant to act in this role.

#### **E. Routine Hazardous Waste Disposal**

Contractor must act on written notice to proceed (and occasionally on verbal request), during standard work hours, to mobilize crews and equipment to dispose of hazardous waste and other discarded hazardous and toxic substances. Hazardous wastes and hazardous and toxic substances may have more than one hazard characteristic or hazardous constituent. Hazard characteristics or hazardous constituents may differ markedly between waste streams and generating facilities.

Contractors service must include: waste characterization, packaging, container marking and labeling; establishing waste profiles; arranging transportation with registered commercial transporters, arranging for waste recycling, treatment or disposal with state and federally permitted treatment and disposal facilities, coordinating schedules of this service, acting on behalf of the City as the consignor of wastes, and preparing and signing manifests, land disposal restriction documents and similar affidavits of knowledge of waste characteristics and preparation.

Contractor is not required to operate a ten-day storage facility, however the ability to store wastes incident to transportation on their property for up to ten days is an advantage. Contractor must be able to initiate service within three (3) days of receiving a notice to proceed.

Typically, the hazardous characteristics of wastes will be well documented via sampling and/or generator knowledge. However, in some instances contractor may need to perform additional testing by standard methods for accurate characterization. Typically, wastes will be packaged appropriately for safe transport prior to requests for service—but re-packaging of wastes (specifically to ensure Department of Transportation compliant transport) may be needed upon request. Some wastes will be subject to holding times by regulation. Contractor must cooperate with the user agency to observe and facilitate timely waste disposal and meet disposal deadlines.

Mobilization may require the effort of two personnel on site; use of level D PPE, use of one light truck, use of multiple types of packaging supplies, drum handling equipment and hand tools.

#### **F. Routine Non-hazardous waste disposal and recycling**

Contractor must act on written notice to proceed (and occasionally on verbal request), during standard work hours, to mobilize crews and equipment to dispose of solid wastes that do not meet the definition of a hazardous

waste but are otherwise subject to regulation and special management. These non-hazardous wastes may be subject to Federal regulation, or local restrictions, and may include but are not limited to: used oil, used oil filters, scrap metal, latex paint, lamp ballasts containing PCBs, waste pesticides, laboratory reagents, asbestos containing materials, used absorbents, discarded pharmaceuticals, and potentially infectious substances. The chemical constituents and physical make-up of these wastes differ markedly between waste streams and generating processes.

Contractor services must include: waste characterization, packaging, container marking and labeling; establishing waste profiles; arranging transportation with registered commercial transporters, arranging for waste recycling, treatment or disposal with state and federally permitted treatment and disposal facilities, coordinating schedules of this service, acting on behalf of the City as the consignor of wastes, and preparing and signing manifests, and similar affidavits of knowledge of waste characteristics and correct preparation. Contractor must be able to initiate service within three (3) days of receiving a notice to proceed.

Typically, the nature of subject wastes will be well documented. However, in some instances contractor may need to perform additional testing, document review, or observation for accurate characterization. Also, typically, wastes will be packaged appropriately for safe transport prior to requests for service. Some wastes will be subject to holding times by regulation. Contractor must cooperate with the user agency to observe and facilitate timely waste disposal and meet waste storage deadlines.

Mobilization may require the effort of two personnel on site; use of level D PPE, use of one light truck, use of multiple types of packaging supplies, drum handling equipment and hand tools.

This service may include remedial investigation/feasibility studies (RI/FS) and multi-phase clean-up activities, including long-term monitoring and remediation.

### **G. Routine Universal Waste Recycling**

Contractor must act on verbal or written notice to proceed during standard work hours to mobilize crews and equipment to package and have recycled state recognized universal waste. This service must include: packaging, container marking and labeling; establishing waste profiles; arranging transportation with registered commercial transporters, arranging for waste treatment and recycling with state and federally registered treatment and disposal facilities, coordinating service schedules, acting on behalf of the City as the consignor of wastes, and signing manifests and similar affidavits of correct waste management and preparation. Aerosol can recycling includes the contractor providing service for onsite treatment to depressurize cans and collect liquid waste using an approved method. Contractor must be able to initiate service within three (3) days of receiving a notice to proceed.

Wastes may or may not be packaged appropriately for safe transport prior to requests for service—and the contractor may be requested to supply containers and repackaging services. Universal wastes are subject to holding times and management standards. Contractor must cooperate with the user agency to observe waste standards, practice and facilitate correct waste management, and timely waste disposal.

Mobilization may require the effort of up to three personnel on site; use of level D PPE, use of one light cargo transport vehicle, use of multiple types of packaging supplies, drum handling equipment and hand tools.

### **H. Facility Compliance Assistance**

Contractor must act on verbal or written notice to proceed, during standard business hours, to mobilize crews and equipment to assist City employees with hazardous materials management, waste collection, and container management tasks at the facilities where these materials are generated or stored. Services will consist chiefly of providing labor, equipment and supplies to transport and re-locate full containers of hazardous waste and other regulated wastes and set-up and deliver new containers for the collection of regulated wastes. Contractor's staff

must observe City standards for container management. These standards include systematic means of selecting, marking, and labeling containers. Services may also include removal of wastes and hazardous materials from equipment in which the wastes accumulate such as filter housings, and reservoirs. In limited circumstances, this service may also entail waste sorting and segregation (including for batteries), waste analysis, equipment cleaning, or assisting with modifications to facilities or equipment to facilitate compliance with environmental requirements or to improve environmental protection. Such action might include posting signs, constructing fences or barriers, or creating temporary storage areas or impoundments. This service excludes actual disposal of any wastes at a Treatment Storage and Disposal Facility.

Contractor must be able to initiate service within one (1) day of receiving a notice to proceed.

Contractor must cooperate with the user agency to observe and facilitate accepted waste management standards and practices.

Mobilization may require the effort of two personnel on site; use of level D PPE, use of one light truck, use of multiple types of packaging supplies, drum handling equipment, power tools, motorized pumps, vacuums, and hand tools.

### **I. Management of Centralized Waste Collection Areas**

Contractor may be asked to manage several or all aspects of the operation of any of the City's centralized waste collection areas, termed "Regulated Waste Management Facilities" or RWMFs, including one area dedicated to abandoned waste. Currently there are three such areas.

Aspects to be managed include: housekeeping, detailed recordkeeping of waste container inventory, tracking movement of wastes into and out of the facility, regular organization and segregation of containers, repackaging and bulking, weekly inspections, observing holding times, standard labeling and marking, and empty and surplus drum inventory up-keep.

Contractor must cooperate with DDPHE to observe City required management standards and Best Management Practices, and work under mandatory time limits for waste storage.

This work should require the effort of one person, use of level D PPE, use of one light truck, and use of multiple types of packaging supplies and hand tools. This work will require regular weekly communications of schedules, inventories, actions and inspection results.

## **EXHIBIT B**

### **KEY PERSONNEL**

Clellan Pearce, President  
Ted Sonnenburg, P.E. Vice President  
Cynthia L. Cason, PG/REP, Project Manager  
John Smith, Project Supervisor  
Jim Coplen, Project Supervisor  
Dan Smith, Project Supervisor  
Tim Cooper, Hazmat Tech/Operator  
Joel Carter, DOT Driver with Hazmat Endorsement  
Fred Aguilar, Hazmat Technician  
Hector Hernandez, Hazmat Technician

## EXHIBIT C

### RATE SCHEDULE

<b>A. Labor Rates:</b>		<b>\$ per hour</b>
1 A	Executive, Project Manager, or Project Scientist (chemist, geologist, etc.)	\$100.00
2 A	Executive, Project Manager, or Project Scientist (chemist, geologist, etc.) -Urgent Response (mobilization and on-scene service weekdays 6 PM to 11 PM)	\$115.00
3 A	Executive, Project Manager, or Project Scientist (chemist, geologist, etc.) - Emergency Response (mobilization and on-scene service weekdays 11 PM to 6 AM, weekends and national holidays)	\$125.00
4 A	Hazardous Materials Foreman, Site Supervisor, or Specialist	\$80.00
5 A	Hazardous Materials Foreman, Site Supervisor, or Specialist -Urgent Response (mobilization and on-scene service weekdays 6 PM to 11 PM).	\$100.00
6 A	Hazardous Materials Foreman, Site Supervisor, or Specialist -Emergency Response (mobilization and on-scene service weekdays 11 PM to 6 AM, weekends, national holidays).	\$110.00
7 A	Hazmat Technician	\$62.00
8 A	Hazmat Technician -Urgent Response (mobilization and on-scene service weekdays 6 PM to 11 PM)	\$74.00
9 A	Hazmat Technician -Emergency Response (mobilization and on-scene service weekdays 11 PM to 6 AM, weekends, and national holidays)	\$80.00
10 A	Equipment Operator, Commercial Driver- non-Hazmat Trained / non-Hazmat Certified	\$62.00
11 A	Equipment Operator, Commercial Driver -Urgent Response (mobilization and on-scene service weekdays 6 PM to 11 PM)	\$74.00
12 A	Equipment Operator, Commercial Driver -Emergency Response (mobilization and on-scene service weekdays 11 PM to 6 AM, weekends and national holidays) -	\$80.00
13 A	Trades person- licensed	\$90.00

14 A	Laborer- unskilled	\$58.00
15 A	Account Administration, A/R Specialist, Clerical	\$45.00

Labor Categories 4A – 15A above are subject to Prevailing Wage per Denver Revised Municipal Code Section 20-76.

<b>B. Fees:</b>		<b>\$ flat fee:</b>
1 B	Rapid Response, per event fee for Urgent or Emergency mobilization in addition to existing labor rates)	\$400.00
2 B	Mobilization and Demobilization (including cleaning or decontamination) of Heavy Equipment (dump truck, and tracked equipment, e.g., excavator, etc.; service trucks excluded ).	\$1,200.00

<b>C. Vehicle Usage/Transportation Rates- Local only:</b> (in Metro-Denver and to area landfills; non-subcontracted;)		<b>\$ per hour</b>
1 C	Service Truck, small (e.g., pick-up , small cube, <17 ft)	\$25.00
2 C	Service Truck, large (e.g., enclosed trailer, flat bed/stake bed, >17 ft )	\$35.00
3 C	Tandem Dump Truck	\$85.00

<b>D. Procurement Charges</b>		<b>% mark-up</b>
1 D	Purchase of drums and containers	10.0%
2 D	Purchase of all other durable manufactured items and materials (including paving and landscape materials, lighting, fencing, shelters, etc.)	10.0%
3 D	Purchase of machinery and equipment (pumps, generators, vacuums, meters, detection equipment and software)	15.0%

<b>E. Administration of Sub-Contract Services</b>		<b>% mark-up</b>
1 E	Commercial transport	15.0%
2 E	Petroleum product disposal / energy recovery	15.0%
3 E	Contaminated water treatment and disposal	15.0%
4 E	Contaminated soil treatment and disposal	15.0%
5 E	Tanker truck for bulk liquids containment and transport	15.0%
6 E	All other equipment rental (portable tanks, barricades, dumpsters, steel plate, fencing, etc.)	15.0%
7 E	Trades and special services (electrical, plumbing, paving, fencing, utility location, diamond sawing, excavation, etc.)	12.0%
8 E	Engineering or Geotechnical Consulting, Drilling, and Site Investigation.	15.0%

<b>F. Special Equipment Rental Rate (includes highway trailer, if applicable)</b>		<b>\$ per hour</b>		<b>% mark-up</b>
1 F	Trailer-mounted Generator Set	\$40.00	or	
2 F	Trailer-mounted Air Compressor	\$40.00	or	
3 F	Industrial Vacuum Truck (e.g., VACTOR)	\$200.00	or	
4 F	Trailer-mounted Vacuum	\$55.00	or	
5 F	Fork-Lift with attachments	\$50.00	or	
6 F	Heavy Duty Fork-lift	\$75.00	or	
7 F	Bob-Cat or Skid-Steer with attachments	\$30.00	or	

8 F	Mini or Small Excavator	\$56.00	or	
9 F	Standard Size Excavator	\$75.00	or	
10 F	Standard Size Loader / Backhoe, or Bulldozer	\$75.00	or	
11 F	Field-ready analytical instruments, meters and detection equipment, and environmental sampling devices.	\$24.00	or	
12 F	Re-usable / durable portable spill containment booms, diking, and basins.	\$12.00	or	
13 F	Confined-space entry and extrication equipment, SCBA, and level A and B garments	\$62.00	or	
14 F	All other equipment (manually carted equipment, and heavy-duty power tools, e.g., lawn mower, cut-off saw, etc. ; <u>"hand-tools" excluded</u> )	\$12.00	or	

<b><u>G. Direct Pass-through</u></b>	
Please identify any specific sub-contracted services or procurements that you agree to 'pass-through' to the City without surcharge. Write on lines 1 through 4 below.	
1 G	estimating or bidding projects for this contract
2 G	
3 G	
4 G	

\* Contractor must seek Colorado state sales tax exemption, as applicable, for all purchases made on behalf of the City as detailed in Executive Order No. 46 and in "GENERAL CONTRACT CONDITIONS" Title 3, 322.2 thru 322.5









**DENVER**  
THE MILE HIGH CITY

## EXHIBIT E Prevailing Wage

Office of Human Resources  
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

[www.denvergov.org/humanresources](http://www.denvergov.org/humanresources)

TO: All Users of the City of Denver Prevailing Wage Schedules

FROM: Susan Keller, Human Resources Technician, Classification & Compensation

DATE: Wednesday, March 14, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, highway, and residential construction trades have not been updated by the United States Department of Labor (DOL) since March 1, 2002. The Career Service Board, in their meeting held on April 21, 2011, approved the use of the attached supplemental wage rates until prevailing wage rates for these classifications of work are again published by the United States Department of Labor in accordance with the Davis-Bacon Act.

The effective date for this publication will be **Friday, March 2, 2018** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180012  
Superseded General Decision No. CO20170012  
Modification No. 4  
Publication Date: 03/02/2018  
(7 pages)

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

Attachments as listed above.

General Decision Number: CO180012 03/02/2018 CO12

Superseded General Decision Number: CO20170012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/02/2018
3	02/09/2018
4	03/02/2018

ASBE0028-001 07/01/2017

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 30.73	14.23

BRCO0007-004 01/01/2018

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

	Rates	Fringes
BRICKLAYER.....	\$ 27.98	8.53

BRCO0007-006 05/01/2017

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 25.32	9.90

ELEC0012-004 01/01/2018

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.95	11.40+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.40+3%

ELEC0068-001 01/01/2018

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.70	15.07

ELEC0111-001 09/01/2017

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 25.68	25.25%+\$5.75
Line Equipment Operator.....	\$ 31.35	25.25% + \$5.75
Lineman and Welder.....	\$ 44.92	25.25%+\$5.75

ELEC0113-002 01/01/2018

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	15.48

ELEC0969-002 06/01/2015

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.92

ENGI0009-001 05/01/2017

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 27.92	10.10
Blade: Rough.....	\$ 27.60	10.10
Bulldozer.....	\$ 27.60	10.10

Cranes: 50 tons and under..	\$ 27.75	10.10
Cranes: 51 to 90 tons.....	\$ 27.92	10.10
Cranes: 91 to 140 tons.....	\$ 28.55	10.10
Cranes: 141 tons and over...	\$ 29.82	10.10
Forklift.....	\$ 27.22	10.10
Mechanic.....	\$ 28.08	10.10
Oiler.....	\$ 26.84	10.10
Scraper: Single bowl under 40 cubic yards.....	\$ 27.75	10.10
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 27.92	10.10
Trackhoe.....	\$ 27.75	10.10

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\* IRON0024-003 11/01/2017

	Rates	Fringes
Ironworkers:.....	\$ 27.45	27.76
Structural		

-----  
LABO0086-001 05/01/2009

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

-----  
PLUM0003-005 06/01/2017

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

	Rates	Fringes
PLUMBER.....	\$ 39.08	16.44

-----  
PLUM0058-002 07/01/2017

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

-----  
PLUM0058-008 07/01/2017

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.50	14.10

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.70

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PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

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SHEE0009-002 07/01/2017

	Rates	Fringes
Sheet metal worker.....	\$ 33.26	16.61

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TEAM0455-002 07/01/2017

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 20.91	4.22
Tandem/Semi and Water.....	\$ 21.54	4.22

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SUCO2001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

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

**Office of Human Resources**  
**Supplemental rates**  
**(Specific to the Denver Projects)**  
**(Supp #74, Date: 02-03-2012)**

<b>Classification</b>		<b>Base</b>	<b>Fringe</b>
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

• **Ironworker – Ornamental**

- Heavy Ornamental is not combined with Ironworker Structural
- Install pedestrian and ornamental railings on bridges
- Install metal hand rails
- Install wrought iron fences, whether they are welded together or bolted together



- **Laborer**

- **Group 1** –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzelmen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.
- **Group 2** - Plug and galleys in dams; Scalers; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

- **Laborer - Asbestos**

- Abatement of asbestos or remediation of hazardous materials inside or outside of a building
- Asbestos Workers and Insulators do not perform abatement or remediation work

- **Laborer - Tunnel**

- **Group 1** - Outside Laborer - Above ground
- **Group 2** - Minimum Tunnel Laborer, Dry Houseman
- **Group 3** - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators
- **Group 4** - Tenders on Shotcrete, Guniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders
- **Group 5** - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

- **Power Equipment Operator (Tunnels above and below ground, shafts, and raises)**

- Group 1 - Brakeman
- Group 2 - Motorman
- Group 3 - Compressor
- Group 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form
- Group 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic
- Group 6 - Mechanic Welder
- Group 7 - Mole

- **Power Equipment Operator**

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid no less than \$2.00 per hour above the listed wage rates.

- **Group 1** - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less.

- **Group 2** - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.
  - **Group 3** - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.
  - **Group 4** - Cable operated power shovels, draglines, articulated truck operator, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; pile driver, tractor with side boom, roto- mill and similar, welder.
  - **Group 5** - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).
  - **Group 6** - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader
  - **Group 7** - tower cranes all types
- **Truck Driver**
    - **Group 1** - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus
    - **Group 2** - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting
    - **Group 3** - Truck Driver Snow Plow
    - **Group 4** - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
  - Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.

BOND NUMBER 30008953

EXHIBIT F

CITY AND COUNTY OF DENVER  
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned  
E.T. Technologies, Inc., 10000 S. Oransfeldt Road, Suite 100, Parker, CO 80134, a corporation  
organized and existing under and by virtue of the laws of the State of Colorado, hereinafter  
referred to as the "Consultant", and Western Surety Company, 333 S. Wabash Avenue, 41st Floor, Chicago, IL 00004,  
a corporation organized and existing under and by virtue of the laws of the State of Illinois, 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 TWENTY FIVE THOUSAND DOLLARS AND NO  
CENTS (\$25,000.00), 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. ENVHL 201842351.00 ("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  
May 21st, 2018.

Attest:

Cynthia S. Cason  
Secretary

E.T. Technologies, Inc.  
Consultant

By: Clifton Pearce  
President

Western Surety Company  
Surety

By: Steven McAndrew  
Attorney-In-Fact Steven McAndrew

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

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

By: Theresa Anderson  
Assistant City Attorney



APPROVED FOR THE CITY AND  
COUNTY OF DENVER

By: Robert [Signature]  
Executive Director  
Department of ~~Environmental~~ <sup>Public</sup> Health  
& ENVIRONMENT

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Francis S Carnes III, L Neil Eckenrode, Douglas Keefer, Candy F Mc Andrew, Steven McAndrew, Individually**

of Cokeysville, MD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of April, 2017.



WESTERN SURETY COMPANY

Paul T. Bruffat  
Paul T. Bruffat, Vice President

State of South Dakota }  
County of Minnehaha } 15

On this 12th day of April, 2017, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of May, 2018.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

*Over  
40 Years  
Of Excellence  
Established 1976*

PHONE: (410) 666-5911  
(800) 875-7057  
FAX: (410) 667-4667  
www.bgrauinsurance.com

**BRUCE GRAU & ASSOCIATES, INC.**  
117 CHURCH LANE  
HUNT VALLEY, MD 21030  
**RISK IMPROVEMENT & INSURANCE SPECIALISTS**

PERFORMANCE AND PAYMENT BOND  
SURETY AUTHORIZATION

May 21, 2018

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

RE: E.T. Technologies, Inc.  
Contract No. 10922A  
Performance and Payment Bond No. 30006953

Dear Assistant City Attorney:

The Performance and Payment Bonds covering the above-captioned agreement were executed by this agency, through Western Surety Company, on May 21, 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 (410) 666-5911 ext. 3023.

Sincerely,


  
Steven McAndrew  
Attorney-in-Fact  
Western Surety Company

Exhibit F-1

CHANGE RIDER

Notice to Proceed No. \_\_\_\_\_

TO BE ATTACHED TO AND FORM PART OF

PERFORMANCE AND PAYMENT NO: \_\_\_\_\_  
(TYPE OF BOND)

IN FAVOR OF: CITY AND COUNTY OF DENVER  
(OBLIGEE)

ON BEHALF OF: \_\_\_\_\_  
(PRINCIPAL)

EFFECTIVE: \_\_\_\_\_  
(ORIGINAL EFFECTIVE DATE)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this change rider,

The Surety, \_\_\_\_\_, hereby gives is consent to:

- ( ) INCREASE BOND PENALTY                      ( ) CHANGE THE NAME OF PRINCIPAL
- ( ) DECREASE BOND PENALTY                      ( ) CHANGE THE ADDRESS OF THE PRINCIPAL
- ( ) CHANGE THE EFFECTIVE DATE              ( ) CHANGE THE EXPIRATION DATE
- ( ) OTHER: \_\_\_\_\_

of the attached bond FROM: \_\_\_\_\_

TO: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

PROVIDED, however, that the attached bond is subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond as changed by this rider is not cumulative.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_.

\_\_\_\_\_ INSURANCE

\_\_\_\_\_  
(witness)

By: \_\_\_\_\_  
(Attorney-in-Fact) (Seal)

**ACCEPTED BY OBLIGEE**

\_\_\_\_\_  
(witness)

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