

**SCHEDULED, ON CALL, OR ONE TIME
MAINTENANCE AND REPAIR CONTRACT**

THIS ON CALL MAINTENANCE AND REPAIR CONTRACT (“Contract”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AIRVAC SERVICES, INC.**, a Colorado corporation, whose address is 383 W. 56th Avenue, Denver, CO 80216 (the “Contractor”).

RECITALS

1. The City has identified a need for a qualified contractor to perform, as assigned, services as directed by the City on either a scheduled or an “on-call” or “as needed” or one-time basis (the “Program”). Program work will generally consist of performance of such maintenance services required on a variety of identified projects by the City (the “Projects”).

2. The work shall consist of maintenance of sand traps, lift stations, grease traps services described in *Exhibit A* (the “Scope of Work”), or as further defined in each specific Work Order assigned hereunder (the “Work Order”).

3. The Contractor is willing, able and has the present capacity to perform all of the maintenance and repair services required by this Contract.

AGREEMENT

In consideration of the mutual covenants contained in this Contract, and subject to the terms and conditions stated in this Contract, the Parties agree as follows:

1. WORK TO BE PERFORMED.

A. Work: The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all of the work described in the Scope of Work, *Exhibit A* (the “Work”). Contractor shall perform Work in a highly skilled manner consistent with the performance standards and technical requirements set forth in *Exhibit A*. The Contractor shall commence the Work within five (5) calendar days following the issuance by the City of a Work Order for a Project unless a different period is specified in the Work Order. The Contractor shall complete the Project within the time period specified in the Work Order for the Project. The Contractor shall diligently prosecute the Work to completion using its best efforts, highly skilled work effort and attention. The Contractor shall be solely responsible for all means, methods and techniques of performance, protection of property and safety. The Contractor shall be responsible to the City for the acts

and omissions of the Contractor's employees and any other persons performing any of the work or furnishing materials.

B. Oversight: The Executive Director of General Services (the "Director") is the City's representative responsible for authorizing and approving the work performed under this Contract. The Director expressly reserves the right to designate another authorized representative (the "Manager") to perform on his/her behalf upon written notice to the Contractor.

C. Cooperation and Coordination: The Contractor shall make every reasonable effort to fully coordinate the Work with any City agency or any person or firm under contract with the City doing work which affects the Contractor's Work on any particular Work Order. The Contractor agrees to allow the City to review any of the procedures used by it in doing the Work under this Contract and to make available for inspection all notes and other documents used in performing the Work.

D. Non-exclusivity: The Contractor acknowledges and agrees that this Contract does not create an exclusive right to perform all Work for which the City may contract for the type of service described in *Exhibit A*. The City may enter contracts with other contractors to perform the same or similar services and reserves the right to select, at the discretion of the Manager, the contractor that is the most cost effective, best suited, and/or most readily able to perform a specific Work Project.

E. Work Order: The Manager may issue a Work Order to the Contractor generally in the form shown in *Exhibit B*, which will contain such details concerning the nature and locations of the Work as the Manager deems appropriate. The Work will be performed and compensated in accordance with the prices and rates set forth in *Exhibit C*, the Contractor's Pricing Proposal. Contractor shall provide pricing for any additional materials not specified in the *Exhibit C* as requested in any Work Order.

F. Inspection of the Work: Persons who are employees of the City or who are under contract to the City will be assigned to inspect and test the Work. These persons may perform any tests and observe the Work to determine whether or not materials used, manufacturing and construction processes and methods applied, and equipment installed satisfy the requirements of the technical specifications, all other Contract requirements, and the Contractor's warranties and guarantees. The Contractor shall permit these inspectors unlimited access to the Work and provide means of safe access to the Work, which cost shall be included in the Contractor's price for the Work. In addition, the Contractor shall provide whatever access and means of access are needed to off-site facilities used to store or manufacture materials and equipment to be incorporated into the Work and shall respond to any other reasonable request to further the inspector's ability to observe or complete any tests. Such inspections shall not relieve the Contractor of any of its quality control responsibilities or any other obligations under

the Contract. All inspections and all tests conducted by the City are for the convenience and benefit of the City. These inspections and tests do not constitute acceptance of the materials or Work tested or inspected, and the City may reject or accept any Work or materials at any time prior to the inspections, whether or not previous inspections or tests were conducted by the inspector or a City representative.

2. METHODS OF WORK.

A. Resources, Personnel, and Time Commitment: The Work shall be promptly commenced and actively prosecuted with the optimum complement of workers and equipment in order to complete the Work in an effective and expeditious manner. The Contractor shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to perform and complete the Work. The Work shall be undertaken by workers skilled, proficient, and experienced in the trades required by this Contract and shall be performed in an orderly and responsible manner in accordance with recognized standards and the plans and specifications contained in this Contract or provided to the Contractor by the City. If the City reasonably believes that the Work is not proceeding satisfactorily or timely because the Contractor has not utilized an adequate number of qualified and skilled personnel or workers or provided sufficient tools, supplies, equipment, or materials, then the City may require the Contractor, at no additional cost to the City, to utilize additional qualified and skilled personnel or workers or provide additional tools, supplies, equipment, or materials to perform the Work in a manner reasonably acceptable to the City.

B. Permits and Licenses: Any tasks specified under this Contract that require the employment of licensed or registered personnel shall be performed by licensed or registered personnel. The Contractor shall obtain, at its own expense, and maintain all permits or licenses, including any prescribed governmental authorizations or approvals, required for the performance of the Work and shall demonstrate, if requested, what actions the Contractor has taken to comply with the required permits, licenses, authorizations or approvals.

C. Work Site Conditions: Work sites and nearby locations shall be kept clean and neat. Equipment, vehicles, and materials no longer needed at the site shall be promptly removed from the site, and any such items lawfully stored for use on the site shall be so placed and secured as to protect the public health and safety. All scraps, debris, trash, excess soil, and other waste materials shall be regularly removed and properly disposed of. Disposal in solid waste containers provided by the City is prohibited unless written authorization is obtained.

D. Protection of Property: The Contractor shall assume full responsibility and expense for the protection of all public and private property, including but not limited to structures, street improvements, pathways, irrigation systems, landscaping, water lines, sewers, and other utilities, both

above and below ground, at or near the site or sites of the Work or at any other location affected by the prosecution of the Work or the transportation or utilization of workers, equipment, or materials in connection with the Work. The Contractor shall provide, in a timely manner and in advance, written notice to: 1) the City department having charge of any property, right of way, or utility affected by the Work; 2) any utility having charge of any utility affected by the Work; and 3) any private property owner whose property or improvements will be affected by the Work, and shall make all necessary arrangements with such City department, utility, or private property owner for the removal and replacement or the protection of such property. The Contractor shall arrange and obtain any utility locations required by law or necessary to protect utilities or underground facilities on public or private property and shall be liable for any failure to obtain or comply with such utility locations. To the extent that any permit or license is required by a City department or other governmental entity for any work on public property, said permit or license shall be obtained and paid for by the Contractor in advance of performing the Work and shall be complied with in the performance of the Work. If the Contractor or its employees, agents, or subcontractors destroy or damage any property, public or private, the Contractor shall promptly repair or replace such property, to the reasonable satisfaction of the Department, before the City will accept or pay for the Work performed. If the Contractor fails to make such repairs or replacement, the Manager may, at the Manager's discretion, undertake such repair or replacement and deduct the cost of the same from amounts payable to the Contractor under this Contract.

E. Safety: The Contractor is responsible for the health and safety of every person on or at the Work site and shall take all necessary and appropriate precautions and actions to protect such persons from injury, death or loss. The Contractor shall be responsible for being fully familiar with and complying with all applicable City, state or federal laws, ordinances, rules and regulations, requirements and guidelines, including the Occupational Safety and Health Act and any regulations or directives adopted thereunder ("Safety Laws"). The Contractor shall promptly notify the City in writing of any violations of said Safety Laws, along with copies of any injury reports, and any citations, orders, or warnings issued by governmental agencies in the enforcement of said Safety Laws. The Contractor shall provide and properly locate all necessary protective devices and safety precautions, including warning signs, barricades, or other devices or precautions as required by Safety Laws or the City. For all operations requiring the placement and movement of equipment or materials, the Contractor shall observe and exercise, and shall direct its employees or agents to observe and exercise, all appropriate and prudent caution so as to avoid injury to persons or damage to property and to minimize annoyance to or undue interference with the movement of the public and the performance of City functions. All ladders, scaffolding, or other devices used to reach objects not otherwise accessible, shall be of sound

construction, firm and stable and shall be maintained in good, operable condition. All such equipment shall be moved, placed, shifted, and removed from work areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

F. Disposal of Non-Hazardous Waste at DADS: In accordance with the Landfill Agreement made between the City and Waste Management of Colorado, Inc., the Contractor will be required to haul dedicated loads (non-hazardous entire loads of waste) to the Denver-Arapahoe Disposal Site (“DADS”) for disposal. DADS is located at Highway 30 and Hampden Avenue in Arapahoe County, Colorado. The City will pay all fees associated with such disposal but the Contractor shall be responsible for the costs of transporting the loads. Non-hazardous waste is defined as those substances and materials not defined or classified as hazardous by the Colorado Hazardous Waste Commission pursuant to C.R.S. §25-15-207, as amended from time to time, and includes construction debris, soil and asbestos. Proposals shall not use Gun Club Road between I-70 and Mississippi Avenue as a means of access to DADS.

G. Prohibition on Use of CCA-Treated Wood Products: The use of any wood products pressure-treated with chromated copper arsenate (CCA) is prohibited. Examples of CCA-treated wood products include wood used in play structures, decks, picnic tables, landscaping timbers, fencing, patios, walkways and boardwalks.

H. Waiver of Part 8 of Article 20 of Title 13, Colorado Revised Statutes: The Contractor specifically waives all the provisions of Part 8 of Article 20 of Title 13, Colorado Revised Statutes regarding defects in the Work under this Contract.

I. Liens and Other Encumbrances: The Contractor shall not permit any mechanic’s or materialman’s liens or any other liens to be imposed and remain for more than ninety (90) days upon any City-owned property, or any part thereof, by reason of any worker labor performed or materials or equipment furnished by any person or legal entity to or on behalf of the Contractor, either pursuant to C.R.S. § 38-26-107 or by any other authority. The Contractor shall promptly pay when due all bills, debts and obligations incurred in connection with this Contract and shall not permit the same to become delinquent. The Contractor shall not permit any lien, mortgage, judgment, execution or adjudication of bankruptcy which will in any way impair the rights of the City under this Contract. The Contractor will indemnify and save harmless the City for the extent of any and all payments, interests, and penalties resulting from failure to comply with this section. The Contractor’s obligations set out in this section shall survive the termination of this Contract.

J. Environmental Compliance: The Contractor shall obtain all necessary federal, state, and local environmental permits and comply with all applicable federal, state, and local

environmental permit requirements relating to the Work. The Contractor shall comply with all applicable local, state, and federal environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

K. Attorney's Fees: Colorado Revised Statute 38-26-107 requires that in the event any person or company files a verified statement of amounts due and unpaid in connection with a claim for labor and materials supplied on this project the City shall withhold from payments to the Contractor sufficient funds to insure the payment of any such claims. Should the City and County of Denver be made a party to any lawsuit to enforce such unpaid claims or any lawsuit arising out of or relating to such withheld funds, the Contractor agrees to pay to the City its costs and reasonable attorney's fee which cost shall be included as a Cost of the Work. Because the City Attorney Staff does not bill the City for legal services on an hourly basis, the Contractor agrees a reasonable fee shall be computed at the rate of two hundred dollars per hour of City Attorney time.

L. Environmental Sustainability: The Contractor shall demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to its line of services including, but not limited to, construction waste recycling and energy efficiency. Contractor shall work to reduce landfill waste by recycling and/or salvaging recyclable materials. Where applicable, vendor shall procure and install fixtures and equipment that reduce energy use.

3. TERM. The term of this Contract will commence upon mutual execution of the Agreement and will continue through September 30, 2018 (the "Term"). This City may extend this Agreement for up to three (3) consecutive one (1) year terms through September 30, 2021.

4. COMPENSATION AND PAYMENT.

A. Maximum Contract Amount: The Maximum Contract Amount to be paid by the City to the Contractor for satisfactory completion of all scheduled work and Work Orders authorized by

the City and performed by the Contractor under this Contract shall in no event exceed the sum of **NINE HUNDRED THOUSAND DOLLARS (\$900,000.00)**, unless this Contract is modified to increase said amount by a duly authorized and written amendment to this Contract executed by the Parties in the same manner as this Contract. The Maximum Contract Amount stated herein is not intended, and shall not be construed, as a promise or guarantee to the Contractor that the final price payable to the Contractor for all of the authorized Work will equal the Maximum Contract Amount.

B. Conditions of Payment: Payment shall be made upon satisfactory completion of the Work in accordance with the Work Order issued or as otherwise described in Exhibit A.

C. Subject to Appropriation; No Multiple Year Obligation: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Contract, encumbered for the purpose of the Contract and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Contract, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Contract is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. Amendments: The Contractor acknowledges that the City is not obligated to execute an amendment to this Contract, and that any work performed by Contractor beyond that specifically described or allowed under this Contract or without a fully and properly executed amendment to this Contract is performed at Contractor's risk and without authorization under this Contract.

5. TERMINATION & REMEDIES.

A. Termination for Convenience of the City. The Manager, upon giving thirty (30) calendar days written notice (unless a longer period is given), may terminate this Contract, in whole or part, when it is in the best interest of the City as determined by the Manager. To the extent that the Contractor has initiated or completed Work for which the Contractor has not yet been compensated in accordance with this Contract, appropriate compensation for all such authorized Work shall be paid to the Contractor in accordance with this Contract.

B. Termination, With Cause, by the City. The occurrence of any one or more of the following shall constitute a breach of this Contract ("Breach"), for which the Manager may, at the Manager's option, either terminate this Contract upon ten (ten) days' notice or withdraw a Work Order, with cause, upon written notice to the Contractor:

1) The Contractor fails or refuses, within three (3) calendar days of being notified, to expeditiously and actively undertake or substantially or timely perform its responsibilities and

obligations or fails or refuses to make adequate progress in performing its responsibilities and obligations under this Contract, including the due diligence obligations set forth in section 1 of this Contract or the Work methods under section 2 of this Contract, provided that the failure or refusal to undertake, make good progress, or complete the Work is not due to matters beyond the Contractor's control such as weather disaster or persistent bad weather, floods, or other acts of God, civil unrest, acts of the public enemy, national calamity, or strike at a manufacturer or supplier for the Work Project;

2) There is substantial evidence that it has been or will be impossible for the Contractor to perform the Work required due to matters within the Contractor's control such as voluntary bankruptcy, strikes, boycotts, and labor disputes involving Contractor's employees or closure or suspension of operations by regulatory order of a governmental entity or an order of a court due to violations or infractions by the Contractor or Contractor's employees;

3) The Contractor has persistently or flagrantly failed to perform the Work or failed to timely perform the Work or to comply with the specifications and requirements as set forth in the Statement of Work in *Exhibit A* to this Contract;

4) The Contractor has submitted one or more requests for payment under this Contract that are fraudulent or persistently or flagrantly erroneous or misleading;

5) The Contractor has made an assignment or transfer of, or subcontracted, its responsibilities and obligations under this Contract without obtaining the Manager's written consent or not in conformance with this Contract;

6) The Contractor fails to obtain, renew, replace, or maintain the insurance coverage required by this Contract or causes or is at fault for damage to property or injury to persons that is not covered or not adequately covered by insurance and the Contractor fails to remedy the situation to the satisfaction of the Manager;

7) The Contractor fails to obtain or properly and timely maintain any financial assurances required by this Contract;

8) Any lien is filed against City property because of any act or omission of the Contractor and is not timely discharged, unless the Contractor furnishes to the City such bond or other financial assurance reasonably acceptable to the Manager to protect the interests of the City;

9) The Contractor has failed to obtain or maintain any required permit or license or has utilized personnel or workers not licensed or registered as required by law;

10) The Contractor has failed to deliver title or warranties or has failed to honor warranties as required by this Contract;

11) The Contractor fails, within three (3) calendar days of being notified, to comply with, or fails to compel its subcontractors to comply with, the prevailing wage requirements or other City ordinances applicable to the type and nature of Work being performed under this Contract; or

12) The Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal contract in which they admit guilt, enter a plea of guilty, or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business.

C. Compensation. Upon termination of this Contract by the City, with cause, under sub-section 5.B above, the Contractor shall be compensated for the Work that the Manager determines to have been satisfactorily completed, except that the City shall be entitled to keep any unpaid amount owing to the Contractor to the extent that said amount or some portion of said amount is needed to compensate the City for: 1) liquidated damages, if specified under sub-section 5.E below; 2) the costs of releasing any liens or satisfying any claims related to the Contractor's Work; and 3) the costs of paying a new contractor for those services necessary to complete or rectify the Contractor's Work or to repair or replace any damaged or lost property caused by the Breach of this Contract. The Contractor shall have no claim of any kind whatsoever against the City for any termination with cause, except for compensation for the Work satisfactorily performed as described herein.

D. Remedies.

1) *Termination*: For any termination with cause of this Contract, the City shall have the right to any or all of the following remedies through the courts or other means of legal recourse available to the City: a) cancellation of the Contract; b) actual damages or costs caused by Breach of the Contractor; and c) recovery of costs incurred by the City itself in paying for the release of liens related to the Contractor's Work or in completing or rectifying the Contractor's Work or in retaining and compensating another contractor to complete or rectify the Contractor's Work, to the extent not covered in sub-section 5.C. above. In any legal action brought by the Contractor, the Contractor shall not be entitled to recover any more than the full amount, not previously paid, of any Work Orders executed with and performed in whole or part by the Contractor. The City and the Contractor understand and agree that the rights of specific performance and to incidental, consequential, or punitive damages have been hereby expressly waived and released by both Parties.

2) *Liquidated Damages:* If the Manager determines, for a Breach of this Contract under sub-section 5.B above, not to terminate the Contract but to apply liquidated damages as provided in this paragraph, the Contractor shall be liable to the City for liquidated damages in the amount of one hundred dollars (\$100.00) per day, calculated from the day that the Manager issues notice to the Contractor of a Breach under sub-section 5.B through a) the day before the Breach is remedied, or b) the day before a new Work Order or Contract is executed with another contractor to perform the Work, as so determined by the Manager. The Contractor and City hereby acknowledges and agrees that it would be impractical and extremely difficult to estimate the damages which the City might incur for said breach, and that, in the interest of assuring that the Work is timely and properly performed, the liquidated damages provided herein is the most fair and reasonable way to compensate the City for any delay or inadequate performance without termination of the Contract or litigation.

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

7. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor retained to perform services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. The Contractor is responsible for the operational management, errors and omissions of the Contractor's employees, agents, and subcontractors. Without limiting the foregoing, the Contractor understands and acknowledges that the Contractor and the Contractor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Contract. Furthermore, it is understood and agreed that nothing in this Contract is intended, or shall be construed, to constitute a joint venture between the Parties.

8. **INSURANCE.**

A. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided

pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

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

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

I. Additional Provisions:

- (i) For Commercial General Liability, the policy must provide the following:
 - (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

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

(b) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

9. DEFENSE AND INDEMNIFICATION.

Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

A. 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.

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

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

responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

D. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

10. COLORADO GOVERNMENTAL IMMUNITY ACT. The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101 *et seq.*, C.R.S.

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

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

13. EXAMINATION OF RECORDS. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

14. ASSIGNMENT; SUBCONTRACTING. The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In

the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

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

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

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

18. 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.

19. CONFLICT OF INTEREST.

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

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

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

By Contractor to:
Executive Director of General Services
201 West Colfax Avenue, Dept. 1110
Denver, Colorado 80202

With a copy of any such notice to:

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

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

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

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

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

24. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.** The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

25. **PREVAILING WAGES.**

A. Employees of the Contractor or the Contractor's subcontractors are subject to the payment of prevailing wages pursuant to § 20-76 *et seq.*, D.R.M.C. By executing this Contract, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages required by the Statement of Work of the Contractor or the Contractor's subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).

B. The 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* and incorporated herein by reference.

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 shall be not less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.

2) The Contractor or its subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid or proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the Covered Workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the Contractor and subcontractors only on the yearly anniversary date of the contract. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

3) The 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 the contractor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

4) The Contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the Contractor and all subcontractors working under the Contractor.

5) If the Contractor or any subcontractor shall fail to pay such wages as are required by the contract, no warrant or demand for payment to the Contractor shall be honored until the Contractor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.

6) The Contractor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by the Contractor or subcontractors. Such payroll records shall include, among other things, information showing the number of hours worked by each Covered Worker employed under the contract, the hourly pay of such Covered Worker, 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 shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for the Contractor or subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the contract, either by the Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

8) If any Covered Worker employed by the Contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the Contractor, suspend or terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the Work to completion by contract or otherwise, and the Contractor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

26. 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.

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

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

B. The Contractor certifies that:

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

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

C. The Contractor also agrees and represents that:

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

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

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

4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

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

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

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the

City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

28. 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.

29. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE. This Contract consists of sections 1 through 36 which precede the signature page(s) (“Contract Text”), and the following exhibits and attachments which are incorporated herein and made a part hereof by reference:

- Exhibit A Statement of Work and General Conditions
- Exhibit B Work Order Form
- Exhibit C Contractor’s Pricing
- Exhibit D Insurance Certificate N/A
- Exhibit E Prevailing Wage Rate Schedules

In the event of an irreconcilable conflict (i) between a provision of the Contract Text and any of the listed exhibits or attachments or (ii) among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Contract Text
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit E

30. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes

of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

31. **TIME IS OF THE ESSENCE.** The Parties agree that in the performance of the terms, conditions, and requirements of this Contract, time is of the essence.

32. **SECTION HEADINGS.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

33. **CITY EXECUTION OF CONTRACT.** This Contract 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

34. **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.

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

36. **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.

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



EXHIBIT A SCOPE OF WORK AND TECHNICAL REQUIREMENTS

A.1 CONTRACTOR QUALIFICATIONS:

The Contractor shall have the qualifications, certifications and ability to pre-treat non-hazardous wastes from traps, drains and interceptors to all applicable pretreatment standards of 40 CFR 437 effective.

The contractor is required to already have in place or to now form alliances with a lab for this contract. Contractor must be able to provide integral analytical laboratory services with the qualifications and ability to perform chemical analyses for the organic and inorganic analytes required under 40 CFR 437 (subcategory D parameters).

A.2 OVERVIEW:

The Contractor shall provide as required all personnel, equipment, tools, materials, supervision, and other service items necessary to perform required maintenance of sand traps, lift stations, grease traps and associated kitchen drain lines at all locations flowing to active grease traps located throughout the City. Service shall include the removal and disposal of any resulting waste materials to appropriate off-property locations.

General Services Facilities Management (FM) services consist primarily of sand traps at Public Works vehicle wash facilities throughout the City, including but not limited to: 2013 S. Osage, Cherry Creek Transfer Station at 7301 E. Jewell Ave., 5440 Roslyn (multiple buildings).

Human Services – 1200 Federal Blvd.

Wastewater Management at multiple locations – 2000 W. 3rd Ave.

Sheriff Department services consist primarily of several grease traps located at the County Jail at 10500 Smith Road and the Detention/Justice (Center 490 W. Colfax Ave).

Disposal: The Contractor will dispose of all grease, oil, sand and other materials in strict accordance with all applicable environmental regulations. The Contractor will test sand trap contents as necessary to ensure that existing federal Environmental Protection Agency (EPA) regulations are not violated by accepting substances they are not allowed to receive. The Contractor is responsible for taking the trap/interceptors contents off City property and to an authorized TREATMENT and disposal FACILITY site.

If necessary, a Supervisor for FPM will arrange escort to the affected site. The Contractor is responsible for making sure that the person(s) performing the job are easily identified by City employees. Such acceptable identification may include company ID and uniform.

A.3 HOURS OF SERVICE:

Work hours for service will typically be between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday, excluding Saturdays, Sundays and City Holidays. Regular Service work hours apply to standard, scheduled preventative maintenance service. Contractor must also be able to respond to non-business hour emergencies, 24 hours per day, 7 days a week.

An emergency is defined for purposes of this contract as one in which the Contractor is required to be on-site within twenty-four (24) hours of being called. All other calls in which the Contractor may take up to twenty-four (24) hours are to be considered regular service calls and charge accordingly.

A.4 GENERAL PERFORMANCE OF TASKS:

TASK PERFORMANCE: Contractor is to have the ability to provide pumper trucks to various City sites to pump and transport non-hazardous wastes from sand and oil interceptors, sumps and trenches. These wastes are to be treated and the effluent is discharged to sewer and the solids to appropriate landfills. Some of the types of wastes the City may require the Contractor to pump include contaminated storm-water, water accumulated in excavations or associated with construction, groundwater remediation wastewater and categorical wastewater.

MAINTENANCE OF FACILITY DRAIN LINES: Maintenance shall include but not be limited to routing, jetting, odor detection and video imaging to provide a free-flowing drain system for grease lines as well as grease traps. The Contractor shall respond within 2 hours after being notified by the contracting officer or designee of a problem in the building, grease trap or associated main drain line maintained under this contract. Performance shall be in strict accordance with the standards herein and all current local, state and federal regulations. The response may be originally via the phone but an onsite presence is also acceptable.

The Contractor shall provide the following service at each identified facility/location at a recommended frequency:

- Check of the dispensing unit to insure proper operation and clean equipment.
- Hand spray the entire floor drains in the kitchens and bars with a Contractor recommended cleaner.
- Check the security of the floor drain covers and any slow-flowing floor drains.
- Insure that drain baskets and strainers are in place for each open drain.

When the Contractor identifies a problem in the facility/location, the Contractor shall take corrective actions including, but not limited to routing, cleaning and pumping of the grease traps. The Contractor shall coordinate work with each respective Facility Manager or agency contract administrator to ensure that there are no undetected problems with the system.

The Contractor may be asked to set up a schedule with requesting agencies to clean sand traps on a routine basis.

TESTING: The Contractor is responsible to perform testing. If the results do not show levels that are hazardous the Contractor is to have the ability to deal with contents and dispose of the waste products accordingly. The Contractor is to notify the appropriate contract administrator when such arises.

A.5 GREASE TRAP MAINTENANCE:

The Contractor shall perform the following quarterly or as-scheduled service inspections for all grease traps at City agencies. Currently FPM only has one (1) grease trap that must be checked and emptied quarterly at 1200 Federal. Kitchen grease traps are also currently serviced at the Sheriff's Department County Jail at 10500 Smith Road.

Inspection of the grease trap shall include a measurement of the grease cap, oil levels and solid build-up on the bottom and operation of sanitary tees. The Contractor shall break up the grease cap and mechanically stir the grease trap. The Contractor must receive approval prior to pumping out the grease/oil cap when it reaches ½ full of the trap's capacity of solids on the bottom of the trap. Contractor shall notify authorized City personnel of the drain not being in compliance and in need of maintenance. Contractor may be required to provide a spreadsheet analysis of the trap data on a quarterly basis.

When grease traps are pumped out, they are to be pumped dry. Contractor will be responsible to wash all sides of the trap and clean with water when available. Checking to see if this is completed properly may involve the Contractor performing a "confined space entry" process. Such entries are to be performed in accordance with all safety regulations that apply to such a process. This process is only to be performed upon notification of the City contract administrator for the affected trap.

Any spillage that may occur while pumping said traps must be cleaned up using degreaser or an equally effective product. This product must comply with the accepted products list. If the product is flammable it is not to be stored at any City facility.

A.6 SAND TRAP MAINTENANCE:

The Contractor shall perform inspections for each sand trap. There will be a separate charge for inspecting each sand trap. The inspection of the traps monitored or maintained by FPM or other agencies are to be scheduled with the agency and are performed no more than two times a year unless the agency requests additional inspections. Currently, FPM inspects most of its own traps.

Inspection of the sand trap will include a measurement of the solid build-up on the bottom and operation of sanitary tees. The Contractor will pump out the sand trap when 12" or more of solids accumulate on the bottom of the trap. Contractor must provide a spreadsheet analysis of the trap data on a quarterly basis to the contract administrator.

When sand traps are pumped out, they shall be pumped dry. Any spillage that may occur while pumping said traps must be cleaned up using degreaser or an equally effective product. All the contents of the sand trap will be taken off City property and properly disposed of. At no time

will the contents of the sand trap be recycled and dumped back into the sand trap. The use of any type of recycle truck is prohibited.

Prior to removing accumulated interceptor solids or sediments Contractor is to have reliable knowledge (per 40 CFR 261) as to whether the material to be removed is a hazardous waste. Reliable knowledge may be obtained through prior testing, knowledge of processes contributing to the trap, knowledge of the use and cleaning schedule, verbal or written instructions by an agent of Environmental Services or any reasoned combination of this information. The Contractor must then manage and dispose of any hazardous waste material according to all applicable laws.

A.7 METHOD OF OPERATION:

The City shall at all times have the right to inspect the work and services provided. Contractor shall furnish all reasonable aid and assistance required for the proper examination of the service performed. Contractor shall regard and obey the directions and instructions of the Director of FPM, and the Director of Environmental Health and their authorized inspectors or contract administrators.

Services started by the Contractor at any site must be completed with an optimum complement of highly qualified workers and equipment to expedite completion. All work shall be accomplished by workers proficient and experienced in the services required and in an orderly and responsible manner in accordance with the highest industry standards. City work sites shall be kept clean and neat. Disposal of removed waste and Contractor's waste materials in the City's containers is prohibited unless prior permission has been obtained.

Drain Trap or Interceptor Wastes found to meet the RCRA definition of a hazardous waste (per 40 CFR 261) must be managed as a hazardous waste.

A.8 EMERGENCY SERVICES:

Emergency response is required within two (2) hours from the time the request is made via phone and or fax. It is to be provided by Contractor at no additional cost. The actual work is to be performed within two (2) business days from when the original request is made, except in the case of where drain lines are clogged or blocked. In that instance, response and the repair of the drain line to working order shall be performed within twenty-four (24) hours from the original request.

A.9 DISPOSAL FEES:

The Contractor is to include in the costs requested all disposal fees for the disposing of the wastes collected from the above traps. Contractors are responsible for presenting the bills of lading or legible copies for the City's records. Such bills are to be from reputable sites that meet all applicable regulations. Pricing for such services is to be reflected by the gallon.

A.10 PERMIT:

The Contractor will comply with all requirements under 40 CFR part 437 applicable to their subcategory as a Centralized Waste Treatment Facility. This includes declarations to and compliance with agreements made with their local controlling authority (The Metro Wastewater Reclamation District, et al.). Contractor will hold and maintain all required NPDES permits as administered by the State of Colorado for all applicable direct discharges and storm water runoff.

A.11 FELONY DISQUALIFICATION:

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

A.12 SECURITY:

It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City especially in the detention facilities. The Contractor shall conduct all of its activities in compliance with the City's security program.

If Contractor badging is required the City will work with the Contractor to get the appropriate identification. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors, and Contractors who will enter the City facilities or locations to provide services, and shall be responsible for each such person's compliance with all City rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the City is subject to change without notice. If the security status of the City changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status.

The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to

reimburse the City for all the City's costs. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

A.13 SPILLAGE:

The Contractor (s) are responsible for the cleanup or ensuring that the appropriate City personnel are notified immediately of any contamination or spillage resulting from the services by contacting and informing the Maintenance Control Center at 720-865-8680.

The remainder of this page left blank intentionally.

EXHIBIT B-WORK ORDER (SAMPLE)



On-Call Single Trade Work Order

Department of Public Works
 Engineering – Capital Project Management
 201 W. Colfax Avenue, Dept 506, Denver, CO 80202
www.denvergov.org/Capital_Projects_Center

Contractor: _____ Business Unit: _____
 Vendor ID No. _____ Project No. _____
 Master Contract/Contract # _____ Project Name: _____
 Work Order No: _____ Facility Manager _____
 Fund/Org _____ Subclass/Program _____

It is hereby mutually agreed that when this WORK ORDER has been signed by the contracting parties, the following described work order shall be executed by the contractor without changing the terms of the Contract except as herein stipulated and agreed:

The sum, as indicated above, constitutes full and complete consideration, payment and satisfaction to the Contractor for the above described scope of work, and the Contractor hereby agrees to make no further claims, demands, or requests of any kind whatsoever for further moneys, extensions of time or other consideration for the above described scope of work to the Contract.

THE CONTRACTOR AGREES to furnish all material and labor and perform all work required to complete the above described work in accordance with requirements for similar work covered by the Work Order, except as otherwise stipulated herein, for the following considerations:

The Sum of \$ _____

Work Order Duration time _____ Calendar Days

Completion Date: _____

Accepted for Contractor by _____ Title _____ Date _____

APPROVALS:			
Facility Manager	Date	Director of Facilities Management	Date
Using Agency Admin or Budget Office	Date	Project Controls Office	Date

NOTE: No person shall authorize or perform any of the above work until the work order has all signatures and has been distributed. Distribution: Prevailing Wage: AUDPWPayRequest@denvergov.org; Facility Manager e-mail, Using Agency and pw.contracts@denvergov.org. (for pre-encumbrance).

EXHIBIT C

Formal Proposal No. INTERCEPTORMTNC0531A
 Interceptor And Trap Maintenance

C.5 PROPOSAL ITEMS:

FOR INFORMATIONAL PURPOSES ONLY, CURRENT PREVAILING WAGES USED FOR THIS CONTRACT ARE AS FOLLOWS:

GROUP II LABORER

Base Rate, \$18.18
 Fringe Rate, \$8.27
 Total \$26.45

GROUP II TRUCK DRIVER

Base Rate, \$19.14
 Fringe Rate, \$10.07
 Total \$29.21

PRICING ITEM NO. 1:

BREAKDOWN OF CHARGES RELATING TO THE CLEANING OF TRAPS AND LINES

SERVICE	Estimated quantities	CHARGE/ job, trip, hour and or test
SLAKING / ROUTING OF DRAINLINES Flat rate fee for first 1.5 hours of service:	1 jobs	\$ 750.00 / job
Additional Hourly Charge (should include trip fees to various locations within the City and County of Denver)	2 hours	\$ 375.00 /hour
JETTING DRAINLINES Hourly jetting charge – 2 hour minimum	2 hours	\$ 750.00 /hour
VIDEO IMAGING OF DRAINLINES Hourly Camera charge – 2 hour minimum (should include trip fees to various locations within the City and County of Denver)	2 hours	\$ 750.00 /hour
CONSULTING to trouble-shoot and resolve problems related to foul odor smells, drain line, lift station and trap problems: Hourly Consulting Fee – 2 hour minimum	4 hours	\$ 125.00 /hour x 4
DISPOSAL FEES	5,000 gal	\$.30 /gal
Response time between the receipt of the request and when the Contractor is on site performing the service. Give actual estimated hours	4 HOURS	

PRICING ITEM NO. 2: GREASE TRAP PUMPING

Currently, grease traps are pumped at least once per year at the County Jail on Smith Road, City Jail Downtown (P.A.D.F.), 490 W Colfax Ave, 520 W Colfax Ave and Human Services at 1200 Federal. Any other locations not stated here may be added at the same price as contained below:

GREASE TRAP PUMPING	# OF ACTIVE GREASE TRAPS	Estimated hours or quantities	Net Unit Price
Cents per gallon pumping charge:	8 (approx.)	10,000 gal	\$ 00. <u>24</u> per gal
Scheduled pumping hourly charge:		10 hours	\$ <u>145.00</u> /hour
Emergency pumping hourly charge:		2 hours	\$ <u>195.00</u> /hour
Minimum charge for emergency pumping:		1 each	\$ <u>390.00</u> /each
DISPOSAL FEES		5,000 gal	\$ <u>0.24</u> /gal
Response time for emergency pumping service, between receipt of call and arrival on site		4 HOURS	

Formal Proposal No. INTERCEPTORMTNC0531A
 Interceptor And Trap Maintenance

PRICING ITEM NO. 3: SAND TRAP PUMPING, CLEANING OF CATCH BASINS AND WASH TROUGHS

At present Facility Maintenance Personnel has approximately 40 to 45 sand/oil interceptors that are treated as follows--33 go to sanitary sewers; 5 go to storm lines or drainage ditches; 7 are emptied often (average every month or two) approximately 35 are emptied occasionally (once a year or every 2 years)

SANDTRAP PUMPING	# OF ACTIVE Interceptor	Estimated hours or quantities	Net Unit Price
Cents per gallon disposal charge:	38 (approx.) with 7 emptied every 2 months	75,000 gals	\$00. <u>.30</u> Per gal.
Scheduled pumping hourly charge:		50 hours	\$ <u>145.00</u> /hour
Emergency pumping hourly charge:		5 hours	\$ <u>195.00</u> /hour
Minimum charge for emergency pumping:		1 calls	\$ <u>390.00</u> /each
DISPOSAL FEES		5,000 gal	\$ <u>.30</u> /gal
Response time for emergency pumping service from receipt of call and start of emergency service		<u>4 HOURS</u>	Hours

Note: Sizes of trap are approximately 2,000-2500 gallons each.

PRICING ITEM NO. 4: --LIFT STATIONS

The lift stations maintained by Facility Maintenance Personnel are both sanitary and storm related. They occasionally have to be emptied to allow work on pumps.

To perform the below listed jobs/services the awarded Contractor shall receive PRIOR permission from Facility Maintenance Personnel.

Facility Maintenance Personnel currently maintains approximately 22 sanitary and 6 storm lift stations that are larger and 13 sanitary and 6 storm lifts that are small. This number is subject to change.

LIFT STATIONS, SANITARY & STORM RELATED	# of lifts	Estimated hours/quantities	SERVICE FEES
Cents per gallon disposal charge:	28 large lift stations 19 small lift stations.	1000 gal	\$00. <u>30</u> per gal
Scheduled pumping hourly charge:		10 hours	\$ <u>145.00</u> /hour
Emergency pumping hourly charge:		25 hours	\$ <u>195.00</u> /hour
Minimum charge for emergency pumping:		5 each	\$ <u>390.00</u> /each
Response time for emergency pumping service, Between receipt of call and start of emergency service:			4 HOURS

Contractor's providing pricing for items 1 – 4 are to identify the disposal location(s) that the resulting waste materials are to be dumped. Such locations shall meet and/or exceed all EPA requirements for receiving such waste materials. Space has been provided below and the disposal location is to be identified by disposal site name/identifier, address, a contact name and number to confirm the information.

Disposal site name/identifier: AIRVAC SERVICES (SAND TRAP) & METRO WASTEWATER (GREASE)

Disposal address: 383 W 56TH AVE DENVER CO 80216(AIRVAC) & 6450 YORK ST DENVER, CO 80229(METRO)

Contact name and phone number: STEVEN HAZLEWOOD 303 299-9300(AIRVAC) TAMMY 303 286-3000(METRO)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2016

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

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

PRODUCER CRS/GKS Insurance Brokerage 8044 W. Highway 50, #201 Salida, CO 81201 GKS Insurance Agency		CONTACT NAME: GKS Insurance Agency PHONE (A/C, No, Ext): 719-539-0144 E-MAIL ADDRESS: FAX (A/C, No): 719-539-4696																						
INSURED Airvac Services Frank Hazlewood 383 W. 56th Avenue Denver, CO 80216		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>Pinnacle Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER B :</td> <td>Westfield Insurance</td> <td>24112</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Pinnacle Assurance	41190	INSURER B :	Westfield Insurance	24112	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 1

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	TRA6733199	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	TRA6733199	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		TRA6733199	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4003800	08/01/2015	08/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A			N/A

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

Denver City and County of Denver are Additional Insured on the general liability/auto liability/excess liability and pollution liability. General Liability coverage is primary and non-contributory. General Liability and Auto Liability coverages include waivers of subrogation. All policy terms, conditions and exclusions apply.

CERTIFICATE HOLDER

CANCELLATION

CITY/DEN Denver City and County of Denver 201 West Colfax Ave, Dept 1207 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DENVER
THE MILE HIGH CITY

EXHIBIT E

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/csa

TO: All Users of the City of Denver Prevailing Wage Schedules
FROM: Alena Duran, Associate Human Resource Professional
DATE: Friday, March 11, 2016
SUBJECT: Latest Change to Prevailing Wage Schedules

Please be advised, prevailing wage rates for some building, heavy, and highway 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 11, 2016** 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. CO160012
Superseded General Decision No. CO20150012
Modification No. 3
Publication Date: 3/11/2016
(8 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.

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO160012 03/11/2016 CO12

Superseded General Decision Number: CO20150012

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 \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 \$10.15 (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 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	03/11/2016

ASBE0028-001 10/01/2014

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.53

BRCO0007-004 01/01/2015

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

	Rates	Fringes
BRICKLAYER.....	\$ 24.50	8.91

BRCO0007-006 05/01/2015

EL PASO AND PUEBLO COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 24.44 8.90

ELEC0012-004 09/01/2015

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over \$1,000,000.....	\$ 27.35	11.00+3%
Electrical contract under \$1,000,000.....	\$ 24.85	11.00+3%

ELEC0068-001 06/01/2015

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.15	13.46

* ELEC0111-001 09/01/2015

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 18.79	22.25%+\$5.00
Line Equipment Operator.....	\$ 29.40	22.25%+\$5.00
Lineman and Welder.....	\$ 42.14	25.25%+\$5.00

ELEC0113-002 06/01/2015

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.00	14.95

ELEC0969-002 12/01/2014

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 24.00	7.32

ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15

Oiler.....	\$ 24.01	9.15
Scraper: Single bowl under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

IRON0024-003 11/01/2013

	Rates	Fringes
Ironworkers:.....	\$ 24.80	18.77
Structural		

LABO0086-001 05/01/2009

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

PLUM0003-005 07/01/2014

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

	Rates	Fringes
PLUMBER.....	\$ 35.18	12.34

PLUM0058-002 07/01/2015

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.30	14.38

PLUM0058-008 07/01/2015

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.30	14.38

PLUM0145-002 07/01/2013

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.67	11.55

PLUM0208-004 06/01/2015

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

	Rates	Fringes
PIPEFITTER.....	\$ 35.35	13.39

SHEE0009-002 07/01/2015

	Rates	Fringes
Sheet metal worker.....	\$ 32.85	14.63

TEAM0455-002 07/01/2015

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 19.66	4.02
Tandem/Semi and Water.....	\$ 20.29	4.02

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

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

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Office of Human Resources

Supplemental rates
(Specific to the Denver Projects)
(Supp #74, Date: 02-03-2012)

<u>Classification</u>		<u>Base</u>	<u>Fringe</u>
Millwrights		\$28.00	\$10.00
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Power Equipment Operators (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
Power Equipment Operators:			
	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
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers:			
	GROUP 1	\$17.68	\$8.22
	GROUP 2	\$18.18	\$8.27
	GROUP 3	\$21.59	\$8.61
Laborers: (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
Laborers (Removal of Asbestos)		\$21.03	\$8.55
Truck Drivers:			
	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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS
(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

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid not less than \$2.00 per hour above the listed wage rates.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

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; piledriver, tractor with sideboom, 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

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 –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 Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalars; 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.

TUNNEL LABORER CLASSIFICATIONS:

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.

TRUCK DRIVER CLASSIFICATIONS:

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.

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