

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado Corporation with its principal office street address located at 1001 Fannin Street, Houston, TX 77002, doing business in Colorado at 7700 East Arapahoe Road, Suite 220, Centennial, Colorado 80112-1268, (the "Contractor"), jointly "the parties".

The parties agree as follows:

1. **COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of General Services, ("Executive Director") or, the Executive Director's Designee. Various City departments will use the services provided under the Agreement ("Client Agency"). Contractor shall fully coordinate the scheduling and other details of Trash Services with the contact person for the Client Agency listed in **Exhibit A** and contract administration matters with the designated buyer in the Division of Purchasing.

2. **SERVICES TO BE PERFORMED:**

a. The trash services to be provided may include any of the following activities, or combination thereof: providing dumpsters and containers; emptying waste material from dumpsters and containers; hauling waste material, dumpsters, and containers; disposing of waste material; and returning City or Hospital-owned dumpsters and containers as set forth in the Statement of Work, attached as **Exhibit A** ("Trash Services"). The Contractor shall supply all labor and do everything necessary to diligently perform the Trash Services to the City's satisfaction.

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

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

d. The Contractor shall provide Trash Services at various City facilities. As the City determines to be in its interest, it may change service locations, agencies, frequencies, and upon twenty-four (24) hours' notice, cancel or request additional pick-ups.

e. The Contractor shall be on-call at all times and provide the City with its contact information, including telephone numbers (including those for emergency, office, and mobile) and email addresses.

f. The Contractor is required to use its best efforts to assist in setting up DADS accounts for required roll-off or compactor hauls. The Contractor shall ensure that all container requirements are being met and scheduled pickups are being made as needed.

g. The Contractor shall lawfully dispose of all materials handled in performing services under the Agreement.

h. Contractor acknowledges that pursuant to Executive Order 115 (including Memorandum 115A), which is hereby incorporated by reference as if fully set forth in the Agreement, dedicated loads of un-recycled or un-composted waste from Denver owned or controlled facilities must be disposed of at the Denver Arapahoe Disposal Site. In performance of services under the Agreement, the Contractor shall dispose of all dedicated loads of un-recycled or un-composted waste, such as compactor and roll-offs, at DADS.

i. All vehicles and equipment used by or on behalf of the Contractor under the Agreement must comply with all federal and state requirements and be used in a safe and lawful manner. The Contractor shall immediately remove, or cause to be immediately removed, any vehicle from service not in compliance with any of these requirements. The City is not liable for any costs related to maintaining, repairing, or replacing any vehicle or equipment used under the Agreement.

j. All drivers and operators must be qualified, licensed, and fully insured to drive or operate vehicles and equipment used under the Agreement.

k. The Contractor is responsible for ensuring that loads do not exceed legal weight limits.

l. For all operations requiring the placement and movement equipment, the Contractor shall take all necessary caution to avoid injury to persons and damage to property.

3. **TERM:** The Agreement will commence on August 1, 2018 and expire July 31, 2021 (the "Term"). The term of the Agreement may be extended on the same terms and conditions, for an additional two (2) one (1) year renewal terms, upon written amendment to this Agreement prior to expiration of the current term. In addition, nothing contained herein shall obligate the City to extend the Agreement beyond the initial term.

4. **COMPENSATION AND PAYMENT:**

a. **Fees:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed the Maximum Contract Amount. Amounts billed may not exceed the rates set forth in **Exhibit B.**

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the rates in **Exhibit B.**

c. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$3,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A.** Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

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

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

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

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment,

other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. 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 C**, preferably an ACORD certificate,

complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability and Contractors Pollution Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

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

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

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

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

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

j. **Additional Provisions:**

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

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

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

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

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

(2) For claims-made coverage:

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

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

10. DEFENSE AND INDEMNIFICATION

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

b. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

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

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

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. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

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

Executive Director of General Services or Designee
201 W. Colfax Ave., Dept. 904
Denver, CO 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.

19. 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.

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

21. **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).

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

26. **PREVAILING WAGE:**

a. Contractor and those of its subcontractors shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Section § 20-76 et seq., D.R.M.C., including, but not limited to, all work in connection with compactor and roll-off hauls service. By executing the Agreement, Contractor covenants and affirms that it is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages for the affected services to be provided under the Agreement by Contractor or its subconsultants or subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).

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

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

(1) The minimum wages to be paid for every covered worker may not be less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.

(2) Contractor or its subconsultant and subcontractor shall pay covered workers performing Services under the Agreement the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the Auditor's specifications, and any addenda thereto, on the actual date of

proposal opening, regardless of any contractual relationship that may be alleged to exist between Contractor or subcontractor or subcontractor and the covered workers. Increases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year is mandatory on either Contractor or subconsultants or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year is mandatory for Contractor and subconsultants or subcontractors only on the yearly anniversary date of the Agreement. The City agrees to reimburse Contractor for mandatory increases in prevailing wages that occur on or after January 1, 2013. Decreases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year are not permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year are not effective except on the yearly anniversary date of the Agreement.

(3) Contractor and its subconsultants and subcontractors shall pay all covered workers at least once a week the full amounts of wages accrued at the time of payment, except that Contractor and subconsultant and subcontractor shall pay non-construction workers, such as janitorial or custodial workers performing services under the Agreement, at least twice per month.

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

(5) If Contractor or any subconsultant or subcontractor fails to pay wages required by the Agreement, no warrant or demand for payment to Contractor will be honored until Contractor furnishes the Auditor evidence satisfactory to the Auditor that the required wages by the Agreement have been paid.

(6) Contractor shall furnish to the Auditor each week during which Services were performed or are in progress under the Agreement, a true and correct copy of the payroll records of all covered workers employed under the Agreement, either by Contractor or subconsultants or subcontractors. These payroll records must include, among other things, information showing the

number of hours worked by each covered worker employed under the Agreement, the hourly pay of the covered workers, any deductions made from pay, and the net amount of pay received by each covered worker for the period covered by the payroll.

(7) The copy of the payroll record must be accompanied by a sworn statement of Contractor that the copy is a true and correct copy of the payroll records of all covered workers working under the Agreement either for Contractor or subconsultants or subcontractors, that payments were made to them as set forth in the payroll records, that no deductions were made other than those set forth in the payroll records, and that all covered workers performing Services under the Agreement, either by Contractor or by any subconsultant or subcontractor, have been paid the prevailing wages as set forth in the Auditor's specifications.

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

23. **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.

24. **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.

25. **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.

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

27. **INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "**Materials**"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. **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.

29. **ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. **CONFIDENTIAL INFORMATION:**

a. **City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. **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.

32. **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.

33. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

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

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Contract Control Number: GENRL-201842725-00

Contractor Name: WASTE MANAGEMENT OF COLORADO INC

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By _____

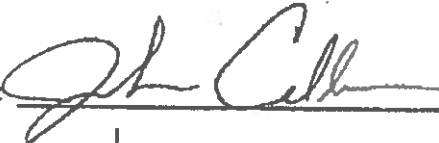
By _____

By _____



Contract Control Number: GENRL-201842725-00

Contractor Name: WASTE MANAGEMENT OF COLORADO INC

By: 

Name: Jack Cella
(please print)

Title: Area Sales Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A
SCOPE OF WORK AND TECHNICAL REQUIREMENTS
ON-CALL TRASH REMOVAL SERVICES

I. SCOPE OF WORK GENERALLY

The City has awarded **Waste Management of Colorado, Inc.** (Contractor) a contract to provide on-call trash removal services which includes the ability to pick-up and dispose of City waste from various City facilities as well as trash removal for dumpsters and 55-gallon trash barrels located at specific parks for Denver Mountain Parks.

City waste from Roll Offs and Compactors is to be transported to the Denver Arapahoe Disposal Site, or DADS, located at 3500 S. Gun Club Road, Aurora, CO 80018, with the exception of Parks and Recreation – Mountain Parks, which may be transported and disposed of in an approved landfill or waste transfer station such as the Foothills site off Highway 93, the Englewood transfer station, or other approved by Mountain Parks.

Denver Mountain Park properties are located in challenging terrain in a variety of settings. The locations are listed in **Exhibit B – Pricing Matrix**. The majority of the cans and dumpsters are located in Jefferson County with the exception of Echo Lake in Clear Creek County and Daniels Park in Douglas County. The location of each park can be found in Google map by pasting the latitude and longitude into the search field.

II. WASTEWATER GROUP:

City-Owned Custom 30-yard Dewatering Box.

General Description: The Division of Wastewater Management, located at 2000 W. Third Ave., requires the hauling and emptying of a City-owned 30-yard dewatering box roll-off.

Client agency contact is to be identified to the successful contractor.

The Trash Services for this City-owned custom 30-yard dewatering Dumpster requires the Contractor to load the Dumpster, haul it to DADS, and return it to Wastewater as soon as possible the same day. The material in this dumpster is removed from the City's storm sewer system and consists of various debris, including but not limited to leaves, sand, and paper.

The average weight per pick-up is ten (10) tons, but may vary depending upon the contents. The schedule for Trash Services is approximately three (3) times per week. (Monday, Wednesday and Friday being the preferred days).

This roll off has a series of screens inside to stop the debris from falling to the bottom causing blockage of the outlets. Blockage prevents the water from running out. The City reserves the right to inspect the dumpster periodically after dumps have been made to assess the condition of the screens.

III. SHERIFF DEPARTMENT GROUP:

County Jail at 10500 Smith Road

Client Agency Contact: will be identified to the successful contractor.

The Sheriff Department requires service at the location referred to above for the following dumpsters and compactors. The City reserves the right to request the dumpsters to be cleaned on an as needed basis.

#1 Front load service—8 yard

Provide and service four (4) each eight-yard front load Dumpsters. Service is six (6) times per week (no service on Sundays). Denver County Jail at 10500 Smith Road.

#2 Dumpster—6-yarder

Provide and service one (1) each six-yard dumpster, 6 days a week, Monday – Saturday.

#3 Compactors—City Owned

Service is to be provided for two (2) City-owned 30-yard compactors twice a week. One is serviced Monday and Thursday and the second on an as needed basis or upon request by the agency.

#4 Vehicle Impound Facility – 5160 York St.

Client Agency Contact: Will be identified to the successful contractor.

Provide and service one (1) 30-yard roll off dumpster. Service scheduled as requested by agency.

IV. GENERAL SERVICES: FACILITIES MANAGEMENT (GSFPM) GROUP:

The following facilities/buildings are managed by the City's General Services Facilities Management (GSFM). All trash services provided will be under GSFM purview and are subject to their approval.

#1 Trash Compactor at 1200 Federal—Dept of Human Services (DHS) – Castro Building

Client Agency Contact: Will be identified to the successful bidder.

The City requires the rental, hauling and maintenance of a 25-cubic yard compactor to be located at the Human Services Building at 1200 Federal Boulevard.

Specifications for the contractor provided Compactor

1. Total length not to exceed twenty (20) feet.
2. Total height not to exceed eight feet eight inches (8'8").
3. 10 HP motor, 3-phase, 220/230 volt.
4. Operational pressure range of 1850 to 2300 p.s.i.
5. Key operated power control station

6. Double end pick-up, remote power pack with multi-cycle timer, and pressure gauge.

Specification for Installation

1. Three (3) sided hopper with extension to accommodate dock dump carts.
2. Safety handrails and security gate with safety interlock switch.
3. Walk-on safety treads plate deck with dock mount transition plate.
4. Twenty (20) feet Dumpster guide island with safety stop blocks.
5. Dumpsters are to be front loaded when emptied.

The City will provide power at the dock with a dedicated 30-amp breaker and quick disconnect box on the dock wall.

#2 Police Administration Building Basement (1331 Cherokee St)

Client Agency Contact: Will be identified to the successful bidder.

Dumpster Service - Provide and service five (5) each 3-yard trash dumpsters at the basement of the Police Administration Building, 1331 Cherokee Street. The Contractor will be required to provide dumpsters.

Schedule of Service is to be Monday, Wednesday and Friday

One (1) 3-yard dumpster for recycle materials. Service is required weekly on Monday.

#3 Van Cise – Simonet Detention Center 490 W. Colfax Ave.

Client Agency Contact: Will be identified to the successful bidder.

Trash Compactor Service- Provide service for two (2) City owned 30-yard compactors. Service shall be provided Tuesdays and Thursdays with the vendor alternating the compactors to be serviced. Vendor will be required to water flush the hydraulic ram area quarterly when the compactor is dumped.

Due to building restrictions for access to the compactor location vendors must provide a truck with a **stinger mechanism** for this location only.

#4 The Wellington E. Webb Municipal Bldg. 201 W. Colfax Ave.

Client Agency Contact: Will be identified to the successful bidder.

One City owned 30-yard Compactor for which service is required on an as-needed basis – approximately every 1 to 2 weeks. This compactor is located off 15th Street.

Two vendor owned 8-yard cardboard-only dumpsters. Service required Tuesday, Wednesday and Thursday.

#5 The Minoru Yasui Plaza 303 W. Colfax Ave.

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of three (3) 3-Yard Dumpsters
Service is required Monday, Wednesday and Friday

#6 Champa Building - 1245 Champa Street

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of one (1) 6-Yard Dumpster once a week on Mondays.

#7 Family Crisis Center - 2929 West 10th Ave.

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of two (2) 3-Yard Dumpsters.
Service is required daily, Monday through Saturday

#8 Denver Human Services – East Side 3815 Steele Street

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of two (2) 3-Yard Dumpsters
Service is required twice weekly on Monday and Thursday

#9 Combined Communications Center 950 Josephine Street

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of one (1) 6-Yard Dumpster.
Dumpster serviced twice weekly on Tuesdays and Thursdays.

#10 Police District #1 - 1311 West 46th Ave.

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of two (2) 3-Yard Dumpsters
Dumpsters serviced three times weekly, on Mondays, Wednesday, and Fridays

#11 Police District #2 - 3921 Holly Street

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of one (1) 8-Yard Dumpster
Dumpsters serviced twice weekly on Tuesdays and Fridays

#12 Police District #6 - 1566 Washington Street

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of two (2) 6-Yard Dumpsters

Dumpsters serviced twice weekly, Tuesdays and Thursdays

#13 Arie P. Taylor Building - 4685 Peoria Street

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of one (1) 8-Yard Dumpster
Dumpsters serviced once time weekly, on Tuesdays and Thursdays

#14 Technology Services - 10 Galapago Street

Client Agency Contact: Will be identified to the successful bidder.

Rental and service of two (2) 3-Yard Dumpster
Dumpsters serviced 5 times weekly.

#15 Denver Police Department/Traffic Operations 3381 Park Avenue West

Client Agency Contact: Will be identified to the successful bidder.

Rental and Service of one (1) 30 Yard Roll-off
Dumpsters serviced twice weekly on Tuesdays and Thursdays.

#16 City owned building – 12025 E. 45th Avenue

Client Agency Contact: Will be identified to the successful bidder.

Rental of two (2) 6-yard dumpsters. Serviced twice weekly on Tuesdays and Thursdays.

#17 Denver Police Department – 4350 S. Pierce St.

Client Agency Contact: Will be identified to the successful bidder.

Rental and Service of a 3-yard dumpster

#18 Denver Fire Department – Fire Academy 5440 Roslyn St. Bldg. F

Client Agency Contact: Will be identified to the successful bidder.

Rental and Service of one (1) 30-yard roll off.
Roll off to be serviced as requested by the agency.

#19 DPD Academy – 8895 Montview Blvd

Client Agency Contact: Will be identified to the successful bidder.

Rental and Service of two (2) 3-yard dumpsters
Dumpsters to be serviced weekly, on Wednesdays

#20 Rose Andom Center – 1330 Fox Street

Client Agency Contact: Will be identified to the successful bidder.

Rental and Service of one (1) 30-yard roll off.

Roll off to be serviced as requested by the agency.

V. DENVER PUBLIC LIBRARY GROUP:

Central Branch - 10 West 14th Avenue Parkway

Client Agency Contact: Will be identified to the successful bidder.

Proposers should note – the Central loading dock is only 11' 6" high.

1. Rental and service of 30-Yard Compactor on an as-needed basis.
2. Provision of 30-Yard roll off on an as needed basis.

VI. PARKS AND RECREATION MAINTENANCE DIVISION GROUP:

#1 Parks Maintenance Facility - 4495 N. Jason St.

Client Agency Contact: Will be identified to the successful bidder.

Rental and Service of (1) 30-yard roll off.
Roll-off serviced as requested by agency.

#2 Parks Maintenance Facility – 678 S. Jason St.

Client Agency Contact: Will be identified to the successful bidder.

Rental and Service of (1) 30-yard roll off.
Roll-off serviced as requested by the agency.

Rental and Service of one (1) 3-yard dumpster for metal recycle.
Dumpster serviced two times weekly, Mon & Tues.

#3 Parks Maintenance Facility – 3400 Arkins Ct.

Client Agency Contact: Will be identified to the successful bidder.

Rental and Service of one (1) 30-yard roll off.
Roll-off to be serviced as requested by the agency.

#4 Parks Maintenance Facility – 945 S. Huron St.

Client Agency Contact: Will be identified to the successful bidder.

Rental and Service of one (1) 30-yard roll off.
Roll-off to be serviced as requested by the agency.

VII. PARKS AND RECREATION MOUNTAIN PARKS DIVISION GROUP:

Client Agency Contact: Will be identified to the successful bidder.

DESIRED TRASH REMOVAL SERVICES:

1. Pick up of trash from cans and dumpsters and transportation and disposal of trash in an approved landfill or waste transfer station. The dumpsters and cans are listed in below under **Locations**, of this Section.
2. Additional pick-ups for dumpsters: Upon request by the Division, the contractor will provide additional picks as needed at the specified parks. These extra pickups may be performed off route or off regular service days.
3. The successful contractor will provide 3-yard bear resistant dumpsters. The trash barrel will be provided by Denver Mountain Parks, but the contractor shall provide 2.7 mil, 55-gallon bags for the barrels when they are serviced. Pricing should be based on rear loading 3-yard dumpsters but 4-8-yard dumpsters may be substituted where front loader access is available at the same per yard price.
4. Trash service is to meet or exceed normal service levels provided to residential and commercial customers. Due diligent the successful contractor is responsible for a minimal amount of trash escapes to the environment. If possible, the contractor is asked to pick up trash that is located within a 30-foot radius of the dumpster or can.

If there is an obvious problem with litter, the contractor shall notify the City's contract administrator or his/her designee within 24 hours of observation so that the City can remediate the problem.

ACCESS ISSUES:

The contractor shall provide vehicles that are appropriate to the location that the dumpsters and or cans are located. If there are specific issues to cans or dumpsters the contractor shall inform the contract manager or his designee of any access issues and make suggestions for the City to consider about improving the situation.

All locations are accessible by a rear loading type garbage truck.

BEAR RESISTANT DUMPSTERS:

The City is requesting that the contractor provide Bear Resistant Dumpsters for some areas in need of servicing. Contractors must include in their proposal literature or documentation regarding their proposed container. The City reserves the right to ask for a demonstration of the container. The proposed container must work with the contractor's removal system.

LOCATIONS:

Bear-Resistant Dumpsters

Item	Park	Qty	Size	Latitude	Longitude	County
#1	Corwina	1	3	39.66	-105.2802	Jefferson
#2	Echo Lake	2	3	39.6592	-105.6012	Clear Creek
#3	Dedisse	1	3	39.6322	-105.3341	Jefferson
#4	Genesee	2	3	39.6916	-105.4197	Jefferson
#5	Chief Hosa Campground	2	3	39.71138	-105.313954	Jefferson
#6	Chief Hosa Lodge	2	3	39.711297	-105.313252	Jefferson
#7	Chief Hosa Lodge (recycle)	1	2	39.711297	-105.313252	Jefferson
#8	Katherine Craig	1	3	39.7117	-105.2879	Jefferson
#9	Patrick House	1	3	39.710761	-105.303333	Jefferson
#10	Lookout Mountain	2	3	39.7332	-105.2418	Jefferson
#11	Newton	6	3	39.5122	-105.2973	Jefferson
#12	O'Fallon	4	3	39.6462	-105.2880	Jefferson
#13	Daniels	2	3	39.4833	-104.9284	Douglas
#14	Bergen P&R	1	3	39.690225	-105.362215	Jefferson
#15	Morrison	1	3	39.652797	-105.199521	Jefferson

Barrels

Item	Park	Qty	Size	Latitude	Longitude	County
#16	Corwina	4	96GL	39.65998442	-105.28019	Jefferson
#17	Bergen Park	2	96GL	39.6690225	-105.362215	Jefferson
#18	Daniels	4	96GL	39.4833	-104.9284	Douglas
#19	Dedisse	2	96GL	39.63218659	-105.3341497	Jefferson
#20	Fillius	1	96GL	39.6961	-105.3524	Jefferson
#21	Genesee	7	96GL	39.69158937	-105.4196845	Jefferson
#22	Little Park	2	96GL	39.6566	-105.2471	Jefferson
#23	Lookout Mountain	2	96GL	39.7332	-105.2418	Jefferson
#24	O'Fallon	3	96GL	39.64620756	-105.288018	Jefferson
#25	Red Rocks	4	96GL	39.6659	-105.2056	Jefferson
#26	Morrison Park	1	96GL	39.652797	-105.199521	Jefferson
#27	Turkey Creek	2	96GL	39.5934	-105.2240	Jefferson

Rolloffs

Item	Park	Qty	Size	Latitude	Longitude	County
#28	Denver Mtn. Parks HQ	1	30yd	39.652797	-105.19952	Jefferson
#29	Daniels Park	1	30yd	39.4833	-104.9284	Douglas
#30	Patrick House	1	30yd	39.710761	-105.30333	Jefferson

VIII. DUMPSTER SERVICE—ADDITIONAL AGENCIES AS REQUIRED:

During the course of this contract, there may be a need to add facilities and/or services to existing facilities. Contractors are requested to submit pricing in Section C of this proposal for 3, 6, and 8-yard dumpsters with once a week service or as identified by the City. Pricing is to be for the identified dumpster size to include all pick-up, emptied and disposal fees.

When additional dumpster services are requested by a City agency, the requesting agency is required to submit a Facility Addition/Deletion request form (**EXHIBIT E**) to the General Services Contract Administrator.

1. Name and address of facility
2. Requesting agency
3. Facility Manager/Agency Point of Contact (Name & Phone Number)
4. Type of Service requested
5. Billing Frequency
6. Price per Contract terms

IX. CONTRACTOR PERFORMANCE MANAGEMENT:

Contractor shall furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

- Total dollar value of purchases per City Agency
- Total number of transactions per City Agency
- Average response time after receipt of call from the City
- Average time for job completion

EXHIBIT B

Item Number	City Agency	Facility Name & Location	Description*	Additional Information	Service Type	Frequency	Unit Price	Total Price
A.1.a	Wastewater Management	Wastewater Management Division 2000 W. 3rd Avenue	CUSTOM 30-Yard Dewatering Box (City Owned)	preferably M, W, F	Haul Only	3x per week	\$212.00 per haul	\$2,756.00 per month
A.1.a	Wastewater Management	Wastewater Management Division 2000 W. 3rd Avenue	CUSTOM 30-Yard Dewatering Box (City Owned)	Clean by Power Washing	Cleaning Service	3x per week	\$200.00 per clean	\$2,600.00 per month
A.1.b #1	Sheriff's Department	Denver County Jail 10500 Smith Road	8-Yard Dumpster - Front Load	4-8 yard front load dumpsters - no Sunday service	Emptied & disposal fee	6x per week	\$58.07 per dump	\$1,510.00 per month
A.1.b #2	Sheriff's Department	Denver County Jail 10500 Smith Road	6-Yard Dumpster	No Sunday service	Emptied & disposal fee	6x per week	\$10.76 per dump	\$280.00 per month
A.1.b #3	Sheriff's Department	Denver County Jail 10500 Smith Road	30-Yard Compactor (City owned)	Service Monday and Thursday	Emptied & disposal fee	2x per week	\$170.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate
A.1.b #3	Sheriff's Department	Denver County Jail 10500 Smith Road	30-Yard Compactor (City owned)	Steam clean power washing the 30 yard compactor (as requested)	Cleaning Service	as requested	\$200.00 per clean	
A.1.b #4	Sheriff's Department	Denver Sheriff Vehicle Impound Facility 5160 York St	Four (4) 8 yard dumpsters, they would like to add a 30 yard roll off	Once per month	Emptied & disposal fee	as requested	\$170.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate
A.1.c #1	General Services	Denver Human Services - Castro Building 1200 Federal Blvd.	Facility & Planning Management Compactor Rental	see Section B.1.c #1 for specifications	Monthly Net Rental Price for Compactor (must include all required cleaning and maintenance)	1x per month	\$145.00	\$145.00
A.1.c #1	General Services	Denver Human Services - Castro Building 1200 Federal Blvd.	Facility & Planning Management	Haul to DADS	Haul Only	1x per month	\$200.00 per haul	\$200.00
A.1.c #2	General Services	Police Administration Building - Basement 1331 Cherokee Street	3-Yard Dumpster Service	Five (5) - 3 yard trash dumpsters (Service is Monday, Wednesday and Friday)	Per month emptied & disposal fee	3x per week	\$34.61 per dump	\$450.00 per month
A.1.c #2	General Services	Police Administration Building - Basement 1331 Cherokee Street	3-Yard Dumpster Service - Recycle	Service on Monday	Per month emptied & disposal fee	1x per week	\$9.23 per dump	\$40.00 per month
A.1.c #3	General Services	Van Cise - Simonet Detention Center Compactor 490 W. Colfax Avenue	30-Yard Compactor (City owned)	Two (2) 30-yard compactors serviced on Tuesdays and Thursdays - alternating the compactor to be serviced. Hydraulic ram area needs to be water flushed on a quarterly basis. Stinger mechanism required on truck.	Haul Only	2x per week	\$190.00 per haul	\$1,645.00 per month
A.1.c #4	General Services	Wellington E. Webb Building 201 W. Colfax Avenue	30-Yard Compactor (City owned)	as needed basis (approx. every 1-2 weeks)	Haul Only	1x per week	\$190.00 per haul	\$822.70 per month
A.1.c #4	General Services	Wellington E. Webb Building 201 W. Colfax Avenue	8-Yard Dumpster - Cardboard only	Two (2) cardboard only dumpster - service Tuesday, Wednesday and Thursday.	Per month emptied & disposal fee	3x per week	\$26.15 per dump	\$340.00 per month
A.1.c #5	General Services	Minoru Yasui Plaza 303 W. Colfax Avenue	3-Yard Dumpster	Three (3) dumpsters - service Monday, Wednesday and Friday	Per month emptied & disposal fee	3x per week	\$26.15 per dump	\$330.00 per month

EXHIBIT B

Item Number	City Agency	Facility Name & Location	Description*	Additional Information	Service Type	Frequency	Unit Price	Total Price
A.1.c.#6	General Services	Champa Building (The Commons) 1245 Champa Street	6 Yard Dumpster	Service is required weekly on Monday	Per month emptied & disposal fee	1x per week	\$18.24 per dump	\$79.00 per month
A.1.c.#7	General Services	Family Crisis Center 2929 W. 10th Avenue	3 Yard Dumpster	Two (2) dumpsters - service required daily, Monday through Saturday	Per month emptied & disposal fee	6x per week	\$16.34 per dump	\$425.00 per month
A.1.c.#8	General Services	Denver Human Services 3815 Steele St	3 Yard Dumpster	Two (2) dumpsters - service required Monday and Thursday	Per month emptied & disposal fee	2x per week	\$17.32 per dump	\$150.00 per month
A.1.c.#9	General Services	Combined Community Center 950 Josephine St.	6 Yard Dumpster	Serviced twice weekly on Tuesdays and Thursdays	Per month emptied & disposal fee	2x per week	\$15.01 per dump	\$130.00 per month
A.1.c.#10	General Services	Denver Police District #1 1311 W. 46th Ave.	3 Yard Dumpster	Two (2) dumpsters - service required Mondays, Wednesdays and Fridays	Per month emptied & disposal fee	3x per week	\$17.30 per dump	\$225.00 per month
A.1.c.#11	General Services	Denver Police District #2 3921 Holly Street	8 Yard Dumpster	Service required Tuesdays and Fridays	Per month emptied & disposal fee	2x per week	\$11.53 per dump	\$150.00 per month
A.1.c.#12	General Services	Denver Police District #6 1566 Washington Street	6-Yard Dumpster	Two (2) dumpsters - service required Tuesdays and Thursdays	Per month emptied & disposal fee	2x per week	\$27.13 per dump	\$235.00 per month
A.1.c.#13	General Services	Arie P. Taylor Building 4685 Peoria Street	8-Yard Dumpster	Service required Tuesdays and Thursdays	Per month emptied & disposal fee	2x per week	\$11.53 per dump	\$150.00 per month
A.1.c.#14	General Services	Technology Services 10 Galapago Street	3-Yard Dumpster	Two (2) dumpsters - service required Monday through Friday	Per month emptied & disposal fee	5x per week	\$17.08 per dump	\$370.00 per month
A.1.c.#15	General Services	Denver Police Dept./Traffic Operations 3381 Park Avenue West	30-Yard Roll-off	Service required Tuesdays and Thursdays	Per month emptied & disposal fee	2x per week	\$190.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate
A.1.c.#16	General Services	City and County of Denver Building 12025 E. 45th Ave.	6 Yard Dumpster	Two (2) dumpsters - service required twice weekly on Tuesdays and Thursdays	Per month emptied & disposal fee	2x per week	\$27.13 per dump	\$235.00 per month
A.1.c.#17	General Services	Denver Police Dept 4350 S. Pierce Street	3 Yard Dumpster	Service as requested by agency	Per month emptied & disposal fee	as requested	\$9.00 per dump	
A.1.c.#18	General Services	Denver Fire Department Fire Academy 5440 Roxlyn St Bldg F	30 Yard Roll-off	Service as requested by agency	Per month emptied & disposal fee	as requested	\$190.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate
A.1.c.#19	Denver Police Department	Denver Police Department Academy 8895 Montview Blvd	3 Yard Dumpster	Two (2) dumpsters - serviced weekly on Wednesdays	Per month emptied & disposal fee	1x per week	\$18.47 per dump	\$80.00 per month
A.1.c.#20	General Services	Rose Andom Center 1330 Fox Street	30-Yard Roll-off	Service as requested by Agency - Needs to be locked	Per month emptied & disposal fee	as requested	\$190.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate
A.1.d.#1	Denver Public Library	Denver Public Library 10 West 14th Avenue Parkway	30-Yard Compactor	Service as requested by agency	Per month emptied & disposal fee	as requested	\$190.00 per haul + \$16.62 per ton	\$150.00 per month equipment rental
A.1.d.#2	Denver Public Library	Denver Public Library 10 West 14th Avenue Parkway	30-Yard Roll-off	Service as requested by agency	Per month emptied & disposal fee	as requested	\$190.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate

EXHIBIT B

Item Number	City Agency	Facility Name & Location	Description*	Additional Information	Service Type	Frequency	Unit Price	Total Price
A1e#1	Parks and Recreation Maintenance	Parks Maintenance Facility 4495 N Jason St.	30-Yard Roll-off	Service as requested by agency	Per month emptied & disposal fee	as requested	\$170.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate
A1e#2	Parks and Recreation Maintenance	Parks Maintenance Facility 678 S Jason St.	30-Yard Roll-off	Service as requested by agency	Per month emptied & disposal fee	as requested	\$170.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate
A1e#3	Parks and Recreation Maintenance	Parks Maintenance Facility 3400 Arkins Ct.	30-Yard Roll-off	Service as requested by agency	Per month emptied & disposal fee	as requested	\$185.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate
A1e#4	Parks and Recreation Maintenance	Parks Maintenance Facility 945 S Huron St.	30-Yard Roll-off	Service as requested by agency	Per month emptied & disposal fee	as requested	\$185.00 per haul + \$16.62 per ton	Disposal charged at C&C of Denver Rate
A1f#1	Parks and Recreation Mountain Parks	Corvina	3-Yard Dumpster	Bear resistant (5 months - May-Sept)	Per occurrence per month emptied & disposal fee	1x per week	\$13.85 per dump	\$60.00 per month
A1f#2	Parks and Recreation Mountain Parks	Echo Lake	3-Yard Dumpster	Two dumpsters - Bear resistant (5 months - May-Sept)	Per occurrence per month emptied & disposal fee	1x per week	\$27.71 per dump	\$120.00 per month
A1f#3	Parks and Recreation Mountain Parks	Dediste	3-Yard Dumpster	Bear resistant (5 months - May-Sept)	Per occurrence per month emptied & disposal fee	1x per week	\$13.85 per dump	\$60.00 per month
A1f#4	Parks and Recreation Mountain Parks	Genesee	3-Yard Dumpster	Two dumpsters - Bear resistant (5 months - May-Sept)	Per occurrence per month emptied & disposal fee	1x per week	\$27.71 per dump	\$120.00 per month
A1f#5	Parks and Recreation Mountain Parks	Chief Hosa Campground	3-Yard Dumpster	Two dumpsters - Bear resistant - Mondays & Fridays (5 months - May-Sept)	Per occurrence per month emptied & disposal fee	2x per week	\$24.24 per dump	\$120.00 per month
A1f#6	Parks and Recreation Mountain Parks	Chief Hosa Lodge	3-Yard Dumpster	Two dumpsters - Bear resistant - 12 months	Per occurrence per month emptied & disposal fee	1x per week	\$27.71 per dump	\$120.00 per month
A1f#7	Parks and Recreation Mountain Parks	Chief Hosa Lodge (Recycle Dumpster)	2-Yard Recycle Dumpster	One Dumpster - 12 months	Per occurrence per month emptied & disposal fee	1x per week	\$13.85 per dump	\$60.00 per month
A1f#8	Parks and Recreation Mountain Parks	Kathenne Craig	3-Yard Dumpster	Bear resistant - 12 months (We usually add a dumpster during the summer)	Per occurrence per month emptied & disposal fee	1x per week	\$13.85 per dump	\$60.00 per month
A1f#9	Parks and Recreation Mountain Parks	Patck House	3-Yard Dumpster	Bear resistant - 12 months	Per occurrence per month emptied & disposal fee	1x per week	\$13.85 per dump	\$60.00 per month
A1f#10	Parks and Recreation Mountain Parks	Lookout Mountain	3-Yard Dumpster	Two dumpsters - Bear resistant - 12 months - Mondays & Fridays	Per occurrence per month emptied & disposal fee	2x per week	\$24.24 per dump	\$120.00 per month
A1f#11	Parks and Recreation Mountain Parks	Newton	3-Yard Dumpster	Six dumpsters - Bear resistant (5 months - May-Sept)	Per occurrence per month emptied & disposal fee	1x per week	\$62.35 per dump	\$270.00 per month
A1f#12	Parks and Recreation Mountain Parks	O'Fallon	3-Yard Dumpster	Four dumpsters - Bear resistant (5 months - May-Sept)	Per occurrence per month emptied & disposal fee	1x per week	\$41.57 per dump	\$180.00 per month
A1f#13	Parks and Recreation Mountain Parks	Danville	3-Yard Dumpster	Two dumpsters - Bear resistant - 12 months	Per occurrence per month emptied & disposal fee	1x per week	\$23.09 per dump	\$100.00 per month
A1f#14	Parks and Recreation Mountain Parks	Bergen P&R	3-Yard Dumpster	Bear resistant (5 months - May-Sept)	Per occurrence per month emptied & disposal fee	1x per week	\$10.39 per dump	\$45.00 per month
A1f#15	Parks and Recreation Mountain Parks	Morrison	3-Yard Dumpster	Bear resistant - 12 months	Per occurrence per month emptied & disposal fee	1x per week	\$10.39 per dump	\$45.00 per month

Waste Management of Colorado, Inc.
 GENR-201842725
 August 1, 2018 - July 31, 2021

EXHIBIT B

Item Number	City Agency	Facility Name & Location	Description*	Additional Information	Service Type	Frequency	Unit Price	Total Price
A.1.f.#16	Parks and Recreation-Mountain Parks	Corwina	55 GL barrels (City Owned)	Four Barrels (8 months: April-Nov)	Per occurrence per month emptied & disposal fee	1x per week	\$9.23 per dump	\$40.00 per month
A.1.f.#17	Parks and Recreation-Mountain Parks	Bergen Park	55 GL barrels (City Owned)	Two Barrels (8 months: April-Nov)	Per occurrence per month emptied & disposal fee	1x per week	\$5.77 per dump	\$25.00 per month
A.1.f.#18	Parks and Recreation-Mountain Parks	Danels	55 GL barrels (City Owned)	Four Barrels - 12 months - Mondays & Thursdays	Per occurrence per month emptied & disposal fee	2x per week	\$8.08 per month	\$70.00 per month
A.1.f.#19	Parks and Recreation-Mountain Parks	Deesse	55 GL barrels (City Owned)	Two Barrels (8 months: April-Nov)	Per occurrence per month emptied & disposal fee	1x per week	\$5.77 per dump	\$25.00 per month
A.1.f.#20	Parks and Recreation-Mountain Parks	Filius	55 GL barrels (City Owned)	One Barrel (8 months: April-Nov)	Per occurrence per month emptied & disposal fee	1x per week	\$4.15 per dump	\$18.00 per month
A.1.f.#21	Parks and Recreation-Mountain Parks	Genesee	55 GL barrels (City Owned)	Seven Barrels (8 months: April-Nov)	Per occurrence per month emptied & disposal fee	1x per week	\$18.47 per dump	\$80.00 per month
A.1.f.#22	Parks and Recreation-Mountain Parks	Little Park	55 GL barrels (City Owned)	Two Barrels (8 months: April-Nov)	Per occurrence per month emptied & disposal fee	1x per week	\$5.77 per dump	\$25.00 per month
A.1.f.#23	Parks and Recreation-Mountain Parks	Lookout Mountain	55 GL barrels (City Owned)	Two Barrels - 12 months - Mondays & Fridays	Per occurrence per month emptied & disposal fee	2x per week	\$5.19 per dump	\$45.00 per month
A.1.f.#24	Parks and Recreation-Mountain Parks	O'Fallon	55 GL barrels (City Owned)	Three Barrels (8 months: April-Nov)	Per occurrence per month emptied & disposal fee	1x per week	\$6.92 per dump	\$30.00 per month
A.1.f.#25	Parks and Recreation-Mountain Parks	Red Rocks	55 GL barrels (City Owned)	Four Barrels - 12 months	Per occurrence per month emptied & disposal fee	1x per week	\$9.23 per dump	\$40.00 per month
A.1.f.#26	Parks and Recreation-Mountain Parks	Morrison Park	55 GL barrels (City Owned)	One Barrel (8 months: April-Nov)	Per occurrence per month emptied & disposal fee	1x per week	\$4.15 per dump	\$18.00 per month
A.1.f.#27	Parks and Recreation-Mountain Parks	Turkey Creek	55 GL barrels (City Owned)	Two Barrels (8 months: April-Nov)	Per occurrence per month emptied & disposal fee	1x per week	\$5.77 per dump	\$25.00 per month
A.1.f.#28	Parks and Recreation-Mountain Parks	Denver Mountain Parks HQ	30-Yard Roll-off	One On-call Roll Off (Do occasionally add another one)	Per occurrence per month emptied & disposal fee	as requested	\$180.00 per haul + 32.00 per ton	
A.1.f.#29	Parks and Recreation-Mountain Parks	Daniel's Park	30-Yard Roll-off	One On-call Roll Off	Per occurrence per month emptied & disposal fee	as requested	\$180.00 per haul + 32.00 per ton	
A.1.f.#30	Parks and Recreation-Mountain Parks	Patrick House	30-Yard Roll-off	One On-call Roll Off (Do occasionally add another one)	Per occurrence per month emptied & disposal fee	as requested	\$180.00 per haul + 32.00 per ton	
A.1.g	Additional		3-Yard Dumpster		Per occurrence per month emptied & disposal fee	1x per week	\$9.23 per dump	\$40.00 per month
A.1.g	Additional		6-Yard Dumpster		Per occurrence per month emptied & disposal fee	1x per week	\$18.24 per dump	\$79.00 per month
A.1.g	Additional		8-Yard Dumpster		Per occurrence per month emptied & disposal fee	1x per week	\$19.63 per dump	\$85.00 per month
A.1.f.3	Additional	Mountain Parks	Bear resistant Dumpsters	These extra pickups may be performed off route or off regular service days.	Per occurrence	as requested	\$25.00 per dump	



EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)

12/11/2017

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

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

PRODUCER LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
E-MAIL ADDRESS:
FAX (A/C, No):

INSURED 1300436 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT, INC.
5500 SOUTH QUEBEC STREET
GREENWOOD VILLAGE CO 80111

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE Fire Underwriters Insurance Company	20702
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 11354844 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCC R <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010-113 GEN'L AGGREGATE LMT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	HDO G27873091	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS ONLY	Y	MMT H25097890	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	XOO G27929242 003	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	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	WLR C6462278A (AOS) WLR C6462278 (AZ, CA, & MA) SCF C64622791 (WI)	1/1/2018 1/1/2018 1/1/2018	1/1/2019 1/1/2019 1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 3,000,000 EL DISEASE - EA EMPLOYEE \$ 3,000,000 EL DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	XSA H25097889	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: DISPOSAL SERVICES ADDITIONAL INSURED IN FAVOR OF THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ON THE GENERAL LIABILITY, AUTO LIABILITY, AND EXCESS LIABILITY/UMBRELLA POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WAIVER OF SUBROGATION IN FAVOR OF THE CITY AND COUNTY OF DENVER WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER

CANCELLATION See Attachment

11354844
CITY AND COUNTY OF DENVER
DENVER RISK MANAGEMENT
201 WEST COLFAX AVENUE DEPT. 1105
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

EXHIBIT C

Attachment Code: D446557 Certificate ID: 11354844
POLICY NUMBER: HDO G27873091

Endorsement Number: 39

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (Form B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

EXHIBIT D



DENVER
THE MILE HIGH CITY

Office of Human Resources
Denver's Human Resource Agency

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

www.denvergov.org/humanresources

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

FROM: Susan Keller, Human Resources Technician

DATE: Wednesday, November 15, 2017

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, November 3, 2017** 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. CO170012
Superseded General Decision No. CO20160012
Modification No. 10
Publication Date: 11/3/17
(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.

Attachments as listed above.

EXHIBIT D

General Decision Number: CO170012 11/03/2017 CO12

Superseded General Decision Number: CO20160012

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 \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (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 2017. 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	01/06/2017
1	01/20/2017
2	02/03/2017
3	04/07/2017
4	05/19/2017
5	05/26/2017
6	06/02/2017
7	06/09/2017
8	07/21/2017
9	09/22/2017
10	11/03/2017

ASBE0028-001 07/01/2016

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 29.73	13.93

BRCO0007-004 01/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 26.62	7.99

EXHIBIT D

 BRCO0007-006 05/01/2017

EL PASO AND PUEBLO COUNTIES

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

 ELEC0012-004 09/01/2016

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 28.00	11.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	11.00+3%

 ELEC0068-001 06/01/2017

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.70	14.97

 ELEC0111-001 09/01/2017

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

 ELEC0113-002 06/01/2017

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	15.38

 ELEC0969-002 06/01/2015

MESA COUNTY

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

 ENGI0009-001 05/01/2017

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

EXHIBIT D

Bulldozer.....	\$ 27.60	10.10
Cranes: 50 tons and under..	\$ 27.75	10.10
Cranes: 51 to 90 tons.....	\$ 27.92	10.10
Cranes: 91 to 140 tons.....	\$ 28.55	10.10
Cranes: 141 tons and over...	\$ 29.82	10.10
Forklift.....	\$ 27.22	10.10
Mechanic.....	\$ 28.08	10.10
Oiler.....	\$ 26.84	10.10
Scraper: Single bowl under 40 cubic yards.....	\$ 27.75	10.10
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 27.92	10.10
Trackhoe.....	\$ 27.75	10.10

IRON0024-003 05/01/2017

	Rates	Fringes
Ironworkers:.....	\$ 26.30	21.45
Structural		

LABO0086-001 05/01/2009

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

PLUM0003-005 06/01/2017

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

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

PLUM0058-002 07/01/2017

EL PASO COUNTY

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

PLUM0058-008 07/01/2017

PUEBLO COUNTY

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

PLUM0145-002 07/01/2016

MESA COUNTY

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

EXHIBIT D

 PLUM0208-004 06/01/2016

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

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

 SHEE0009-002 07/01/2017

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

 * TEAM0455-002 07/01/2017

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

 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.

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

Classification		Base	Fringe
Ironworkers (Ornamental)		\$24.80	\$10.03
Laborers: Janitors/Yardmen		\$17.68	\$8.22
Laborers:			
	GROUP 1	\$18.18	\$8.27
	GROUP 2	\$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
Line Construction:			
	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwrights		\$28.00	\$10.00
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
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

EXHIBIT D

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; pile driver, tractor with side boom, roto- mill and similar, welder.

GROUP 5 - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic - welder (heavy-duty).

GROUP 6 - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining

EXHIBIT D

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 2 - 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.

Laborers (Removal of Asbestos) Removal or encapsulation of Asbestos Material (including removal of asbestos from mechanical systems that are going to be scraped) and work involving the removal, handling, or dealing with toxic or hazardous waste.

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.