

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a home rule and municipal corporation of the State of Colorado, (the “City”) and **ENVIRONMENTAL HAZMAT SERVICES, INC.**, a Colorado corporation, whose address is 4745 Independence St., Wheat Ridge, Colorado 80033 (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 Denver’s Department of Public Health and Environment (DDPHE) (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, 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. For all Services, Contractor shall make all necessary notifications to local, state, and federal authorities regarding storage, handling, and transport of hazardous materials and hazardous waste.

e. Records:

(1) Contractor is prohibited from destroying or discarding any critical records or document and shall maintain them in the Denver Metropolitan Area. Upon request, Contractor shall provide the City with the critical records and documents in the format (i.e., hard copy or electronic or both) and in the time period requested. Without limitation, critical records include: plans, drawings, diagrams, photographs, specification sheets, instruction manuals, warrantee cards, work orders, receipts, invoices, time cards, payroll forms, tickets, shipping papers, test results, laboratory reports, training records and certificates, licenses, permits, and correspondence from local, state and federal authorities. Critical records also include any item

containing information that documents conditions, decisions, actions or costs significant to Contractor's provision of service to the City or significant to the short-term or long-term financial or legal obligations of the City.

(2) Contractor shall generate all manifests or other documentation of transport and delivery, transport and disposal, or transport and transfer of possession of products, equipment, wastes, scrap or secondary materials as appropriate to the activity. Contractor shall submit copies of all manifests or other records of disposal or transfer of possession of wastes, scrap or secondary materials to the Authorized Representative, and Contractor shall also submit copies, or the original where permitted, to the Authorized Representative of DDPHE.

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

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

(1) Contractor shall comply with and shall not cause the City to be in violation of Executive Order 115, including Memorandum 115A ("**XO 115**"), which is hereby incorporated by reference. Contractor may not directly pay the City's landfill operator at DADS and shall provide invoices for disposal at DADS to the User Agency. If Contractor fails to comply with this provision, the City is only obligated to pay Contractor based on the rate that would have been charged at DADS had Contractor complied with those provisions.

(2) Contractor may use existing approved waste profiles whenever possible. Contractor shall seek out and use the most environmentally protective yet economical means of materials and waste management, recycling and disposal available and as allowed by regulation.

(3) In connection with Services, no wastes may be shipped outside of the continental United States for any purpose without express prior written approval of the Manager.

3. **TERM:** The Agreement will commence on the date set forth on the City's signature page and will expire three years thereafter. The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement for up to two (2) additional one (1) year terms. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. **COMPENSATION AND PAYMENT:**

a. **Budget/Rates.** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement as provided in the line item amounts set forth in **Exhibit B**. Amounts billed may not exceed the budget and 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 **Exhibit B**.

c. **Invoicing:** Contractor shall provide the City with an invoice, in the submittal timeline, format, and with the level of detail as set forth in **Exhibit A**, 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 **FOUR MILLION DOLLARS AND NO CENTS (\$4,000,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by

Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by 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 Directors 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 thirty (30) 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, kickbacks, 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 AND AUDITS:** 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, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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, including any extension thereof, and during any warranty period. 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 require notification to the City in the event any of the required 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. 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 may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the certificate of insurance. 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, Business Auto Liability (MCS 90), Contractor’s Pollution Liability, and Excess Liability/Umbrella (if required). Contractor and subcontractor’s insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. Waiver of Subrogation: For all coverages required under this Agreement, with the exception of Professional Liability, Contractor’s insurer shall waive

subrogation rights against the City.

e. **Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation and 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.

g. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

i. **Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

j. **Contractor's Pollution Liability:** Contractor shall maintain minimum 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.

k. Additional Provisions:

(a) For claims-made coverage:

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

(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 hereby 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 will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on

behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

e. This defense and indemnification obligation shall survive the expiration or termination of 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 subconsultant, 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 the Department of Public Health and Environment or Designee
101 W. Colfax Avenue, Suite 800
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office

1437 Bannock St., Room 353
Denver, Colorado 80202

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

19. 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.

20. 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).

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

22. COMPLIANCE WITH ALL LAWS:

a. Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of

Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

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

- Solid and hazardous waste management per the Resource Conservation and Recovery Act (RCRA) as administered by state authorities.
- Workplace safety per the Occupational Safety and Health Act.
- Transportation safety per title 49 of the Code of Federal Regulations.
- Radioactive materials management per title 10 of the Code of Federal Regulations.
- Wastewater discharge per the Clean Water Act and applicable regulations and guidelines promulgated by the Colorado Department of Public Health and Environment.
- Metro Water Recovery District Rules and Regulations Governing the Operation, Use, and Services of the System.
- International Fire Code, as amended and adopted by the City.
- Relevant building and electrical codes.

23. PREVAILING WAGE:

a. Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City- owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered. A copy of the applicable prevailing wage rate schedules are attached as **Exhibit D** and **Exhibit E** and incorporated herein by reference.

b. Date bid or request for qualifications/proposals was advertised: September 9, 2023.

c. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement,

Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

d. Contractor shall provide the Auditor with a list of all subcontractors providing any services under the contract.

e. Contractor shall provide the Auditor with electronically certified payroll records for all covered workers employed under the contract.

f. Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

g. If Contractor fails to pay workers as required by the Prevailing Wage Ordinance, Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Contractor fails to pay required wages and fringe benefits.

24. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing Sections shall result in the penalties and other remedies authorized therein.

25. 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.

26. 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.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

36. 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.

Exhibit List

Exhibit A – Scope of Work.

Exhibit B – Budget/Rates.

Exhibit C – Certificate of Insurance.

Exhibit D – Prevailing Wage Heavy Construction.

Exhibit E – Prevailing Wage Highway Construction.

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Contract Control Number: ESEQD-202472496-00
Contractor Name: ENVIRONMENTAL HAZMAT SERVICES, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

ESEQD-202472496-00
ENVIRONMENTAL HAZMAT SERVICES, INC.

By: DocuSigned by:
Martin Green

Name: Martin Green
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF WORK

City-wide Abandoned Waste Clean-up Services

The City requires the on-call services of a Contractor to assist multiple departments and offices of the City and County of Denver (the City) with clean-up of public property, rights-of-way, and other properties as directed by the City, that are impacted by abandonment or illegal dumping of materials and wastes from private citizens and households. All such services are encompassed by the term Clean-up Services.

Authorized City entities will request clean-up services by contractor whenever the City determines the specific need for help to support the City's duty to remove materials and wastes from an area or property.

By the on-call nature of this Agreement, no work is guaranteed. Instead, contractor will perform work only when specifically directed to do so by the City to address conditions where the City identifies and articulates a specific need for assistance in a specified locale. In each instance, contractor will first be contacted by an agent of an authorized City entity. Only after discussion and coming to agreement on the project scope, cost and schedule, and with the formal communication of a notice to proceed by the authorized agent, may contractor commence work.

Contractor will not be paid in compensation for work not specifically authorized by the City, work performed prior to formal communication of a notice to proceed, work initiated on the word of a person who is not authorized to do so, or work not conforming to the scope of work of this Agreement.

Each project authorized by the City and performed by contractor will consist of a defined set of services tightly conforming to this scope of work. A project may be short lived and narrow in scope, such as pick-up and disposal of one bucket of oil abandoned in an alley behind a residential address. Alternatively, a project may have an extensive period of performance to address a large swath of property, and require an array of tasks such as removal of bulky items and sanitary wastes, and restoration of lands impacted by a large encampment. In every instance of project performance, contractor will work in close coordination with and always at the direction of an agent of the authorizing City entity. Tasks associated with removal of materials and wastes may include minor site restoration by sweeping, shoveling, raking, or vacuuming. Tasks may also include site preparation by fencing or otherwise delineating work and support areas, providing portable lighting, and using other trailered tools, equipment and supplies.

Authorized City entities are any office existing under authority of the Mayor, and any Charter department of the City. Authorized entities include but are limited to the Office of Housing Stability, the STAR program, the departments of Safety, Public Health and Environment, Aviation, Transportation and Infrastructure, Parks and Recreation, and divisions within these departments, including Police, Fire, Sheriff, and the Assisted Intervention and Diversion team. Contractor may seek clarification from the City contract manager at any time regarding the

identity of authorized entities.

Authorized entities excludes third parties: business entities, other contractors to the City, and persons who are not directly employed by the City or appointed by the Mayor. No for-profit or non-profit contractor to the City may authorize contractor to perform a project under this Agreement. No third party may obligate the City to be responsible for action taken by contractor, or obligate the City to make compensation to contractor for work performed under this contract.

Exclusion of third parties notwithstanding, the City holds reciprocal purchasing relationships, or cooperative agreements with neighboring municipalities, counties, the state of Colorado, and providers of public services. These relationships may provide a means for these non-City entities to independently share in this contract scope of work at negotiated rates. However, use of this contract by any parties outside the City is not guaranteed.

The process whereby the City may manage and dispose of materials and wastes belonging to and potentially abandoned by private citizens and households conforms to the *Settlement Agreement* filed in *Raymond Lyall, et al. v. City and County of Denver*, Civil Action No. 1:16-cv-2155-WJM-CBS (“Lyall Settlement”), which will be made available to the Contractor.

At its discretion and as law may require, the City may provide for the short-term care and storage of a person’s belongings if that person is experiencing homelessness and is required to vacate public property, or is being placed under arrest, or is transported off-site to receive critical services, and, as a result, may not remain in possession of their belongings.

The practice of gathering, identifying, storing, tracking, and releasing personal possessions, “belongings”, collected in lieu of disposal is an element of this scope of work. In the instance the City wishes to engage in a project of which this element is a part, the City will make available the site(s) and building(s) on which this service will occur. Contractor will be called upon to provide all labor, tools, vehicles, and supplies and organizational know-how required to meet this scope of work.

Materials and wastes managed by contractor on behalf of the City under this scope of work include all items normally consumed and discarded by a person in the maintenance of their well-being and their property, not associated with any business or commercial enterprise. Materials and wastes may include household items, furniture, bedding, electronics, entertainment and sports equipment, luggage, backpacks, books, musical instruments, bicycles, scooters, skateboards, all by-products and wastes of consumption and use of these items, including household hazardous wastes (HHW)*. Wastes managed by contractor may include food and beverages, spoiled food and items in states of putrescence, human waste, items soiled by body fluids, used hypodermic needles, other medical wastes, and drug-use paraphernalia. Wastes may also include materials or objects obtained illegally or through theft that are atypical of a household. Materials and wastes specifically excluded from management under this contract are: guns and weapons, items used in a crime, prescription medication, illegal and DEA controlled substances.

This scope of work specifically excludes the following activities:

- Actual disposal of chemical wastes derived from HHW.

- Management of commercial and industrial wastes, including pick-up and abatement of sites impacted by waste abandoned or illegally dumped by a business entity or commercial enterprise.
- Management of wastes and belongings of persons in the process of eviction from private residences.
- Management and disposal of wastes and hazardous materials generated by City facility operations.
- Urgent response to road and highway vehicle accidents and spills.
- Abatement and remediation of land, water, or air impacted by pollutant discharges from permanent City buildings and utilities, and commercial/industrial operations, including responses to fires and accidents at permanent buildings.
- Repair, restoration, and maintenance of City buildings and building systems.
- Repair or management of utilities.
- Response and abatement of clandestine drug manufacturing sites or facilities.
- Graffiti removal.
- Abatement of properties impacted by pests and wildlife.
- Crime scene clean-up involving the removal of anatomical wastes.

*note the City follows the policy, practice, and designation of HHW established by the Hazardous Materials and Waste Management Division of CDPHE.

Authorizations and Notices to Proceed

Contractor must perform clean-up services pursuant to a schedule agreed-upon with the authorized City entity, or an authorized agent of that entity following formal communication of a Notice to Proceed (NTP). A NTP may be issued by any of various means including in-person meeting, meeting via video conference, in writing delivered by e-mail, spoken over telephone or radio, or by text (SMS).

Service Types and Mobilizations

Contractor services will be required for three types of mobilizations or service requests: a) routine projects and programs planned with advanced timing, b) non-routine projects, typically small in scope yet performed with little advanced planning, and c) urgent responses, typically small in scope, but requiring rapid mobilization, 24/7, 365, and on-site service within two-hours of receipt of a NTP.

Routine Services

“Routine Services” are clean-up projects that have been planned or scheduled with a City authorized entity at least one day, 24-hours, in advance of performing the work. Routine clean-up services are initiated and performed by contractor typically between the hours of 4:30 AM and 4:30 PM on weekdays. The City considers work to be initiated when both contractor staff and work vehicle(s) first arrive at the designated worksite.

Routine Services span a single work shift per day of performance. Routine work may extend into evening hours depending upon when services were initiated, or evolving complexity of the work once initiated. Routine work may include work performed on weekends that has been

planned and agreed-upon with sufficient notice.

Project schedules requiring routine clean-up services may span multiple days, weeks, or months.

While performing routine services, contractor staff may accrue overtime in accordance with City labor law and the practice and direction of the City Auditor.

Non-Routine Services

“Non-Routine Services” are services requested by the City and initiated by the contractor with less than 24-hours advance notice to the contractor. Non-routine services are required to address unplanned, unique or one-time circumstances of waste abandonment or illegal dumping to which the City has been made aware. Non-routine work may include work performed on weekends and holidays.

For non-routine services, the City considers work to be initiated by the contractor when both a staff member capable of performing the work, plus a work vehicle with appropriate tools exits the contractor’s business address, or base of operation, or the worker’s current work location.

The City recognizes it may incur increased costs for non-routine services such as compensation for overtime.

Urgent Services

“Urgent Services” are any services for the successful performance of which the City requires the contractor to begin work within two-hours of a NTP. Urgent services require rapid mobilization of contractor resources in the absence of advanced notice. Urgent services may be required any time of day, including weekends and holidays.

Due to the urgency of need, the City’s request to contractor will almost always be in the form of a NTP delivered by an agent of an authorized City entity by voice via telephone. In the absence of specific direction in the NTP regarding time frame, contractor must ensure that at least one worker with tools and a work vehicle arrives at the designated worksite within 90-minutes of the contractor’s receipt of an NTP.

For urgent services, the City considers work to be initiated by the contractor when both a worker capable of performing the work, plus a work vehicle and appropriate tools exits the contractor’s business address, or base of operation, or worker’s current location if mobilizing from another active worksite.

The City recognizes it will incur increased costs for urgent services according to the contract rate sheet set forth in Exhibit B of the Agreement. Costs will include a one-time per event flat fee for rapid mobilization, and may include compensation for overtime.

City Instruction and Training

The City will provide contractor with a copy of the *Lyall Settlement* agreement and will inform

the contractor of its obligations under the agreement. The content of the *Lyll Settlement* regards right to personal property.

Separate from and in addition to receiving information about the *Lyll Settlement*, all contractor employees who perform services under this Agreement in a public setting, or in such circumstances where they may encounter the public, must attend and receive sensitivity and awareness training as specified by the City.

Training must be completed by each employee of the Contractor no later than 15 days after having been assigned work duties or tasks under this Agreement. City will only allow those contractor's employees who successfully complete training to continue to provide service to the City beyond the 15-day limit. Contractor must maintain records of training and assure the City that only staff who have received training are engaged in on-site work.

Training content and training venue will be provided by the City unless training can be provided in an on-line, on-demand, computer-based format. The City may require contractor's workers obtain refresher training or other trainings of a more advanced nature regarding interactions with the public as specified by the City.

The Contractor's investment of labor hours for employees to participate in training may be billed to the City at contract rates for administrative and clerical services.

Clean-up Service Categories

The City recognizes seven categories of clean-up services contractor may be called-upon to perform:

Category 1: Micro Community, Safe Outdoor Space and Transitional Housing Services

The City may direct contractor, through routine, non-routine, and urgent service requests, to provide clean-up services on and adjoining City-sanctioned transitional occupancy properties, such as micro communities and safe outdoor spaces. These properties may consist of small temporary or mobile buildings, tiny homes, and tents on designated tent sites. Services may also be required to maintain outdoor areas of extended-term supportive housing, that is, the grounds surrounding converted hotels and motels and facilities used as non-congregate and congregate shelters.

Services may include regular pick-up and removal of trash and litter, waste removal, placement of belongings into storage when an occupant vacates the property, and abatement of spills and accidents taking place on these properties. Spills and accidents may include releases of grey-water, releases from any aboveground piping, releases and wastes from accidents, fires, and vandalism involving temporary structures and accommodations.

Routine, planned, or scheduled clean-up may require two to four workers, use of hand tools, hand carts, wheeled containers for waste and packaging of belongings for storage, and a small truck. Larger clean-up responses, requested as an urgent service, including abatement of spills and damage from fires or vandalism, may require up to six workers, additional vehicles, and powered tools and equipment including drum vac/wet vac or trailered equipment.

The City may also direct contractor to provide services ancillary to clean-up at these properties.

Ancillary services consist of arranging with a third-party supplier for delivery and operation of handwashing stations, portable toilets, and, potentially, toilet, shower and laundry trailers. Contractor must select and work with the third-party supplier of these services to maintain all items in serviceable condition, swiftly repair or replace broken, damaged and vandalized items, and remove items no longer needed at the City's direction.

At all times when at a micro community, safe outdoor space, or transitional occupancy property, contractor's workers will work in the presence of and at the direction of an on-site City representative and police or other resources to ensure a safe work environment.

Category 2: Large Encampment Sites

The City may direct contractor, through a routine service request, to provide clean-up services for a large encampment post closure, after persons inhabiting the area have vacated. At least one workers at a large encampment clean-up must be a foreman or supervisor trained and qualified to guide and oversee clean-up and lead the actions of workers in response to changes and safety risks. This key person will also be responsible for conferring with and following the directions of City representatives and peace officers on site.

Large encampment clean-up may start in the early morning, as soon as there is sufficient daylight to work safely, and may require work through mid-day to mid-afternoon.

Vehicles and tools used may include a large truck (stakebed, flatbed or cube, with 1½ to 3-ton payload capacity, plus lift gate), hand tools (shovel, rake, trash grabbers) and hand carts. A skid-steer loader may be used to speed transport of collected wastes between work area and trash truck or bulk sanitary waste receptacle. For encampments principally on accessible paved areas, including sidewalks, a small or mini-street sweeper, aka "urban sweeper", or ride-on floor sweeping machine may be used. Use of a pressure washer and drum vac, or trailer-mounted vacuum may be used in lieu of or in addition to a ride-on machine.

Containers must include heavy duty trash bags, aka, 'contractor bags' for collection of wastes that will be discarded in the City municipal waste stream, see-through or translucent 3 to 6-mil bags, aka, 'drum liners' for collection of belongings placed in storage, sharps containers for collection of discarded used hypodermic needles, and 5-gallon buckets with lids to collect HHW chemicals. The City will supply the appropriate drums, bins or large rigid containers (including wheeled 90-gallon barrels) to be used for secondary containment and safe transport of belongings destined for storage.

From time to time, contractor will need to take into storage belongings that cannot fit into a standard container (e.g., a bicycle). Contractor must exercise appropriate care to prevent damage to uncontained belongings in handling, transport, and storage.

Bagged wastes or large items that are abandoned must be deposited in a City-supplied sanitary waste bin, or dumpster, or a Solid Waste truck, aka 'Compactor', stationed on site by the City. Should clean-up result in a very large collection of wastes and a City Solid Waste truck is not available, contractor may be directed to transport a truck-load or trailer-loads of wastes directly to the City's transfer station or the Denver Arapahoe Disposal Site landfill.

Collected sharps, once a sharps box is full, may be delivered to the City's medical waste

collection shed (MWCS). Clean-up of other items and materials impacted by bodily fluids will be managed as normal sanitary waste, not red bag waste. HHW should be contained in a closed 5-gallon bucket and delivered at end-of-day to the City's abandoned waste management facility (AWMF). Propane tanks and other large HHW items may be delivered to the AWMF without secondary containers if they are in acceptable condition and not leaking. The Denver Fire Department must be called upon discovery of any actively leaking container of hazardous material.

The City will provide one or more representatives at the worksite to address communication to the public, interested parties, and the media, and to coordinate work outside of contractor's scope. If worksite safety is a concern, an officer of the Denver Police Department (DPD) will be present.

City may require contractor to assist the City with delivery, assembly and disassembly of temporary fencing for the purpose of delineating the worksite from unrestricted areas and maintaining a safe worksite. Fencing may be provided by a third party under separate agreement with the City. Alternatively, the City may require contractor procure and transport fencing at agreed-upon rates shown in the Rate Sheet.

Category 3: Small and Single Encampment Sites

Small encampment sites, or single encampment sites, and the wastes and belongings collected there will be managed in much the same way as described for large encampment sites. However, experience indicates clean-up is performed in less time, there is less need for a large vehicle, and site control through use of fence or barricade is unnecessary. A City representative and peace officer will be present. For clean-up of encampments on park lands, including natural areas, along waterways, and in undeveloped park lands, one or more sworn officers of the Denver Park Rangers may be present in lieu of a DPD officer and non-uniformed representative. Park lands may include Denver Mountain Parks properties in neighboring counties.

The City may have agreements and understandings with stewards of other public lands and rights-of-way within the corporate limits of Denver, such as the Regional Transportation District, Xcel Energy, Denver Water, and State government. In accordance with these agreements, the City may direct clean-up of small encampment sites on these properties. In all such instances, the City will establish permissions and project scope prior to on-site performance. Representatives of the stewarding agency may be present, especially if clean-up is near sensitive utilities, rail-lines, or secure areas. Clean-up services on these lands will consist of the same actions typical of large and small encampment sites.

Category 4: Arrests and Evacuations for Services

A unique need of the City is the collection and disposition of the belongings of persons who are arrested and placed into custody, or transported from their place of occupancy to receive critical services. In such instances, contractor must provide appropriate scale clean-up services on a moment's notice, typically per an urgent service request.

An urgent services request is usually made by a Denver peace officer, a DPD Dispatcher, or

other representative of the City by telephone. The caller or dispatcher will communicate a NTP with clear direction regarding location and the name and contact number for the officer or City representative they should meet at the worksite. Services typically consist of collection, packaging, and removal of designated belongings, conferring with the officer/City representative on site to capture owner information, and gathering up remaining wastes for disposal. In some circumstances, belongings, such as an erected tent or structure, may be left in place and not removed from the site for storage or disposal.

This service may be performed by one or two workers with appropriate tools (containers, note-taking or recording devices) and a company work vehicle.

Category 5: One-time Responses to Household Hazardous Wastes, Sharps, Medical Wastes

Clean-up services may be requested to remove HHW abandoned or illegally dumped along streets and alleys. Clean-up may include minor abatement of any immediate area impacted by a spill (e.g., by oil), including application of spill absorbent or removal of the top 2-inches of grossly impacted soil. This service may be performed by one or two workers with appropriate tools and containers, and a company work vehicle with lift gate. Most common HHW requiring this service are 1, 5, 20 and 30-gallon containers of used oil, paints, fuels, and solvents. Some items may need to be over-packed for safe transportation and storage. Most HHW clean-up projects may be completed in 2 to 4 hours.

Abandonments of used hypodermic needles, aka "Sharps", and other discarded items contaminated with blood and bodily fluids, are less common compared to HHW. Instances of abandonment typically consist of an indoor or outdoor area of a vacant building or property which was the site of collective drug use. Other materials may include tattooing implements, or medical waste litter associated with vandalism of containers from a health clinic.

Sharps and medical waste clean-up may be performed by one or two workers equipped with appropriate tools and containers to collect and safely re-contain all materials.

Once safely contained, HHW and sharps (and medical waste) must be taken to the AWMF and MWCS sites operated by the City for aggregation and eventual disposal. HHW and sharps must be contained and handled in coordination with the Department of Public Health and Environment, Environmental Quality Division. Actual HHW and medical waste disposal will be performed by the City at a later date, and is excluded from this scope of work.

This work is typically initiated with contractor through a non-routine service request. Where circumstances require immediate clean-up, the City may initiate work with an urgent services request.

Category 6: One-time Responses to City Buildings, Public Toilet Facilities Vandalism

Clean-up services may be requested to remove wastes and clean surfaces associated with encampments and vandalism occurring on grounds adjoining public buildings of the City, on building walls and windows, inside public buildings, and inside public toilet facilities. Wastes may include normal trash and sanitary wastes, feces, blood and bodily fluids, vomitus, and articles of drug use including sharps, plastic and foil holding drug residue.

This work may be performed by two to four workers with appropriate tools, containers, and a company work vehicle. Tools should include a pressure washer and wet-vac/drum-vac, or trailered vacuum apparatus. Collected solids, once safely contained, may be discarded in the City's sanitary waste stream. Collected liquids may be discharged to a sanitary sewer of the City, or drummed and taken to the City's AWMF for later disposal as a non-hazardous wastewater for pretreatment and discharge to the POTW.

Where circumstances require immediate action to effect a clean-up, the City may initiate this work through an urgent services request.

Category 7: Storage Site Operation

Contractor will be required to establish and maintain an organized and reliable practice to collect, transport, place into storage, and then release through a claim-check process the belongings of persons vacating a site of occupancy in the public venue.

This practice must consist of a reliable and consistent means of:

- a. In-take of each item identified by its owner;
- b. Creating a documented inventory of items linked to the owner to ensure all items may be returned to the owner;
- c. Careful transportation and storage of all items to avoid damage, and maintain chain of custody;
- d. Operation of a fixed storage site in a building provided by the City;
- e. Providing the labor, including a security guard, management process, and record keeping necessary to allow persons to claim their belongings up to six-months after intake;
- f. Identification of all items that have gone unclaimed beyond the maximum storage time, and providing for their disposal.

Contractor will manage collected belongings at the direction of the City. The practice must include a tagging and inventory process sufficiently accurate and organized so that a person may be united with all their belongings, and the belongings of others are safeguarded from being issued to the wrong person. An element of this practice may require contractor to upload inventory and owner information daily into a City-provided cloud-based records site.

Contractor must operate the storage site so that it is open each week for persons to reclaim their belongings, according to a published schedule of hours determined by the City.

Contractor must have the flexibility to meet the City's required hours of operation, and adjust to reasonable requests for changes to the schedule. No set schedule is guaranteed.

Contractor must arrange to have a licensed security guard on-site whenever the storage site is open for retrieval of belonging per the published schedule. The security guard may be unarmed, but must be in uniform, and have a valid license to work as a security guard in Denver.

The location of the City's storage site may change during the term of this contract. Contractor may be directed to relocate all inventory to new sites as part of this scope of work. The City may establish a second site solely for overflow or longer-term storage which contractor must access and organize from time to time (but not serve the public).

Operation of a storage site may be performed by two workers plus a security guard anytime the site is open. Except for when belongings are first delivered to the site, no workers are required to maintain the site while the site is closed. Necessary tools and supplies include extra storage bags (e.g., drum liners) and containers (City-supplied barrels, etc.), fasteners, marking and labeling supplies and stationary, mobile electronic devices to view and edit on-line records, hand-tools, folding tables and chairs, and portable lighting.

Though many types of items may be accepted into storage, the following materials and items are categorically prohibited from storage and must be left with the owner, or managed for disposal if abandoned by the owner:

- a. Any item or material that is wet, heavily soiled, spoiled, infested with pests, soiled by bodily fluids, putrescent, or shows evidence of putrescence (rotting, mold, mildew, decomposition, strongly malodorous);
- b. Food of any kinds, including pet food;
- c. Any liquid chemical substance or item containing a liquid chemical, including fuel canisters, aerosol cans, personal care products;
- d. Any reactive materials, solid, liquid or gaseous, including propellants, fireworks, ammunition, batteries not installed in a working electronic device, oxygen cylinders;
- e. Drugs and pharmaceuticals, smoking or vaping products, illicit drugs and commonly abused substances;
- f. Weapons of any kind, including hunting gear;
- g. Automotive parts, petroleum-fueled vehicles and equipment;
- h. Large items exceeding 30 cubic feet gross volume (or 32 x 38 x 44 inches);
- i. Heavy items with an individual weight exceeding 80 pounds.

Ancillary to storage site management and operation, the City may direct contractor to procure on its behalf, deliver and set up storage containers, aka shipping or freight containers, sheds, or small portable buildings on property acquired by the City to store and manage materials and belongings.

Safety

While contractor must work with the City to assess site safety and security, contractor is completely responsible for performing all work safely at each worksite. If contractor determines a site is inherently un-safe, has insufficient security to protect its workers from harm caused by others, or if contractor determines the City has intentionally or by default directed its staff to work in unsafe or uncontrolled conditions, contractor must stop work, take immediate protective actions, and alert the City of their concerns. Conversely, the City may stop work if unsafe work is observed. Contractor must work in partnership with the City to resolve concerns to their mutual satisfaction, and in conformance with industry best practices.

Dress and Personal Protective Equipment

It is contractor's responsibility to ensure its workers are provided with, and correctly don and use PPE appropriate to the worksite and hazards of the work. All workers on site must wear level D or modified level D PPE, at a minimum.

Level D PPE must be augmented with standard high visibility vests, or coveralls incorporating high visibility features, durable leather gloves, disposable chemical and pathogen resistant gloves, safety glasses, goggles, face shields, or sunglasses providing equal protection, and steel shank/steel-toed boots. Where air-borne particulates present a risk, appropriate respiratory protection is advised.

PPE and work practices must be appropriate for extreme cold or hot temperatures at the worksite, or risks presented by weather events and terrain.

Any clean-up work performed within 3 feet or less of the existing water line of the South Platte River, Cherry Creek, or any ditch, gulch, or creek must include assessment of the risk of falling-in and drowning. Some waterway worksites possess slippery embankments, entangling vegetation, trash and debris, and steep drop-offs into deep water or swift currents. Appropriate PPE may include a buoyant vest.

All contractor staff at a City worksite must be appropriately dressed commensurate with the professional services they are providing. Clothing and gear may bear the name of contractor or manufacturer, but no clothing or gear may be used on site showing language or graphics considered obscene or controversial, or advertising brands or events unrelated to the work.

Communication with the Public During Clean-up

Contractor's employees are not authorized to speak with any member of the public on behalf of the City or negotiate with any member of the public to take a certain action while working on site. For the purposes of this scope of work, members of the public are any person not specifically employed by contractor, and any person on site or in the immediate area of a clean-up who is not a representative of the City with relevant authority.

Members of the public include journalists and reporters, bystanders to a clean-up, and persons both inside or outside of any barrier or fence defining the worksite including persons directly influenced by the City's clean-up action. If accosted by a member of the public, contractor's employees are authorized only to direct that person to speak with a City representative on-site. In directing the person to a City representative, workers must be polite, courteous, act in conformance with training, and provide only that information necessary to accurately direct the person to an on-site City representative.

Contractor must take steps to prevent or avoid interaction with members of the public on behalf of the City at a clean-up site. Contractor must immediately report to the lead City representative at a clean-up site any engagement with a member of the public beyond simple courteous redirection of the person to a City representative.

At all times while interacting with members of the public at a storage site, and in each person-to-person interaction at the site, contractor and any person employed by contractor must act with courtesy and in conformance with training. Furthermore, contractor and any persons employed by contractor at the storage facility must minimize interaction and conversation with customers to only that necessary to complete the successful transaction of identifying and transferring belongings to the claimant. At all times while staffing the storage site, contractor must ensure all workers conduct themselves in a polite, respectful, courteous, and

professional manner, including during side conversations that may be overheard by a customer.

Oversight and Coordination

Contractor is required to participate in structured oversight practices implemented by the authorized City entity leading projects under this Agreement. The purpose of structured oversight is to establish a shared understanding of project goals, document work completion, and create a record of work quality for review. Structured oversight practices may consist of, but are not limited to:

- a. Pre-project tailgate meetings to establish goals;
- b. Use of a cloud-based application on mobile devices at the worksite, including upload of photo documentation with GPS coordinates;
- c. Post-project worksite inspections.

Furthermore, contractor may be required to participate in monthly or regular leadership meetings with City program leaders and the contract manager to foster on-going close coordination between contractor and the City and to prevent misunderstandings that could injure overall success.

Reporting

Contractor will be required to provide agreed-upon weekly, monthly, or at time of invoicing reports to the City that may include inventory records, records of waste volumes, and time sheets showing staff hours to open and manage the storage site.

Invoicing

Contractor must invoice the City within fourteen (14) days of completion of work. Contractor may invoice the City only for work that has been completed. Invoices must be unique to a project, a discrete service event, or time period for projects of long duration. Invoices must be unique to the payor, typically the City entity authorizing and directing the work. Each invoice must be for only a single defined project or service event. The City will reject any invoice combining projects, service events, or payors.

The City recognizes seven defined opportunities to invoice the City:

- 1) Any single service performed on or in support of a Denver Micro Community, Safe Outdoor Space or Transitional Housing property, including any week-long, or 7-day period of maintenance services for these properties. This invoicing opportunity corresponds to services unique to Category 1, described above.
- 2) Encampment clean-ups, large and small, including day-long or week-long series of clean-up activities at one or more locations under the direction of a specific authorized City entity; in addition to labor charges, this may include transportation and disposition of wastes and placing belongings into storage. This invoicing opportunity corresponds to Categories 2 and 3 described clean-up services.
- 3) An urgent call for service to a single location to take into storage belongings of a person being arrested or otherwise vacating a public venue to receive services, and

management of wastes abandoned by that person. This invoicing opportunity corresponds to Category 4 (and Category 1, in limited manner) described clean-up services.

- 4) A non-routine or urgent call for service to remove HHW from a right-of-way or public property; clean-up abandoned or dumped trash, clean-up drug-use litter and medical wastes/sharps; or clean-up public buildings, their grounds, or public toilet facilities impacted by vandalism. This invoicing opportunity corresponds to Categories 5 and 6 described clean-up services.
- 5) A week-long period in which Contractor staffed an open storage facility or otherwise managed the storage facility, administered storage records, transferred or relocated belongings, or disposed of unclaimed belongings. This invoicing opportunity corresponds to services unique to Category 7.
- 6) Reclamation, recovery or disposal of aggregated HHW, non-hazardous wastes or materials performed separately as a unique authorized service event, such as delivery of aggregated propane cylinders to a propane recovery facility, pretreatment on wastewaters, etc. This invoicing opportunity corresponds to services for the disposition of wastes and materials collected during any Category of services.
- 7) City-specific mandated training including sensitivity training for persons interacting with the public, and Trauma-Informed Approaches to engaging with people experiencing homelessness. Contractor may charge the City for labor hours at administrative/clerical rates to attend each training event or participation period if training is delivered on-line. Contractor may not charge the City for standard training their staff must have to work safely and meet professional industry standards (i.e., OSHA and CDL, etc.). This invoicing opportunity is unique, and relates to the broad requirement that contractor staff receive City-specific training to perform any work under this agreement in a public venue .

If the work being invoiced involves labor subject to prevailing wage, contractor must submit a Certified Payroll (using the Denver Auditor's LCP Tracker system) for this labor prior to or simultaneously with submission of invoices. The City will not accept invoices submitted in advance of Certified Payroll submission, if a Certified Payroll is required.

All invoices must be itemized in conformance with the allowed named and numbered groups and line items of labor, services, and materials rates shown in the Rate Sheet Exhibit.

Service events or projects of long duration must be invoiced in increments of not more than one-week, or 7-days. Invoicing in smaller daily or multi-day increments may be allowed upon agreement with the authorizing City entity.

Each invoice must be delivered to the City using the e-mail address specified by the authorized City entity commanding services. Each invoice must be accompanied by relevant supporting materials such as receipts for items purchased or subcontracted services. Invoices may be accompanied by reports as requested by the authorized City entity to substantiate work completed, such as a report of numbers or volumes of materials or wastes handled within a

designated time frame or service event.

Denver Environmental Performance Program

The Denver Environmental Performance Program, an ISO 14001 conforming EMS, requires contractor to be aware of:

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

The City's Environmental Policy may be viewed here:

<https://denver.prelive.opencities.com/files/assets/public/public-health-and-environment/documents/eq/2017-denver-environmental-policy.pdf>

EXHIBIT B
Rates

A	Group A: Exempt Professional Labor - Not Subject to Prevailing Wage	\$ per Hour
A.1	Company Executive	\$80.00
A.2.a	Manager, Project Manager, Supervisor	\$75.00
A.2.b	Manager, Project Manager - <i>non-routine services mobilization</i>	\$75.00
A.2.c	Manager, Project Manager - <i>urgent routine services mobilization</i>	\$75.00

B	Group B: Non-exempt/hourly Labor - Subject to Prevailing Wage/Living Wage	\$ per Hour
B.1.a	Foreman, Lead Laborer - routine services mobilization	\$64.00
B.1.b	Foreman, Lead Laborer - <i>non-routine services mobilization</i>	\$67.00
B.1.c	Foreman, Lead Laborer - <i>urgent services mobilization</i>	\$70.00
B.2.a	Common Laborer - routine services mobilization	\$55.00
B.2.b	Common Laborer - <i>non-routine services mobilization</i>	\$58.00
B.2.c	Common Laborer - <i>urgent services mobilization</i>	\$61.00
B.3.a	Truck Driver - routine services mobilization	\$58.00
B.3.b	Truck Driver - <i>non-routine services mobilization</i>	\$61.00
B.3.c	Truck Driver - <i>urgent services mobilization</i>	\$64.00
B.4.a	Equipment Operator - routine services mobilization	\$58.00
B.4.b	Equipment Operator - <i>non-routine services mobilization</i>	\$61.00
B.4.c	Equipment Operator - <i>urgent services mobilization</i>	\$64.00

B.5	Administrative Worker, Clerical Worker	\$35.00
B.6	Storage Site Security Guard	\$81.00

C	Group C: Rapid Mobilization - Urgent Services only, per call-out:	Flat Fee \$
C.1	Small Response (one vehicle, 1-2 workers, hand tools and containers, no trailered equipment)	\$40.00
C.2	Large Response (not a small response, multiple vehicles, >2 workers, any use of trailered equipment)	\$65.00

D	Group D: Transportation and Hauling (metro area, incl's foothills, area landfills/recyclers)	\$ per Hour
D.1	Small Service Vehicle (car, SUV, cargo van, crew van, pick-up/crew-cab pick-up w/hitch)	\$26.00
D.2	Large Service Vehicle (flat bed/stake bed, cube truck)	\$36.00

E	Group E: Motorized Equipment (includes trailering for mob/de-mob)	\$ per hour
E.1	Small Loader w/attachments -skidsteer, Bobcat or equivalent	\$65.00
E.2	Forklift w/attachments	\$65.00
E.3	Mini/Compact Street Sweeper -Dulevo or equivalent	\$70.00
E.4	Trailer-mounted Equipment -incl. vacuum, pressure washer, generator, lights, compressor, etc.	\$25.00
E.5	All portable, non-trailered, gas-powered hand-carted and walk-behind tools - incl. chain-saw, lawn mower, weed whacker or bush-hog, small pressure washer, small generators, shop	\$20.00
E.6	Utility Trailer single or double axle - bulk materials/waste hauling	\$25.00

F	Group F: Rented Equipment (includes trailering for mob/de-mob)	% mark-up
F.1	Small Loader w/attachments -skidsteer, Bobcat or equivalent	10%

F.2	Forklift w/attachments	10%
F.3	Mini/Compact Street Sweeper -Dulevo or equivalent	10%
F.4	All other lifting, hauling and moving equipment	10%
F.5	Trailer-mounted Equipment -incls. vacuum, pressure washer, generator, lights, compressor, etc.	10%
F.6	All portable, non-trailer, gas-powered hand-carted and walk-behind tools - incl. chain-saw, lawn mower, weed whacker or bush-hog, small pressure washer, small generators, shop	10%
F.7	Utility Trailer single or double axle - bulk materials/waste hauling	10%

G	Group G: Procured Materials and Supplies	% mark-up
G.1	Single-use/disposable PPE -gloves, coveralls, dust masks, booties, etc.	10%
G.2	Cleaning Chemicals, Disinfectants and Detergents	10%
G.3	Single-use bags, pails, bins, boxes, packaging, tarps, sheet plastic, rope, tape, and fasteners	10%
G.4	Durable drums, barrels, bins and roll-offs	10%
G.5	Freight containers, sheds, mobile modular building	10%

H	Group H: Rented/Sub-Contracted Services and Supplies	mark-up %
H.1	Supplies rental -barricades, fencing, lighting, roll-off dumpster, etc.	10%
H.2	Durable bins, roll-offs, shipping containers	10%
H.3	Porta-potties w/service and supplies (incls 3rd-party charges for excessive repairs, and replacements)	10%
H.4	Handwashing stations w/services and supplies (incls 3rd-party charges for excessive repairs, and replacements)	10%
H.5	Portable rest-room trailers, shower trailers, etc., w/services and supplies (incls 3rd-party charges for excessive repairs, and replacements)	10%
H.6	Roll-offs, freight containers, sheds	10%

H.7	Security Guard Service for Storage Site -labor subject to Denver Prevailing Wage	10%
H.8	Materials Processing and Recovery -incls propane recovery, wastewater pretreatment and discharge, etc.	10%

I	Group I: Uncompensated Costs - City will not accept charges for, will not reimburse contractor for any of the following:
a)	<i>Strategizing, in-person meetings, planning, administrative, and clerical work prior to project assignment and receipt of an NTP</i>
b)	<i>Preparation and delivery of estimates and proposals</i>
c)	<i>Front Range area travel incident to project planning, preparations and meetings</i>
d)	<i>Use of durable, re-usable PPE, including boots, respirators, hardhats and eyewear</i>
e)	<i>Use of durable tools, including hand tools, electric battery-powered hand tools and equipment, carts, dollies, wheel barrows</i>
f)	<i>Communications equipment, cellphones, radios, etc.</i>
g)	<i>Fuel or fuel surcharges. The City expects all charges for vehicles, equipment and tools are inclusive of the fuel to run them.</i>
h)	<i>Repairs to, replacement of, substitution of any vehicles, equipment and tools operated exclusively by contractor</i>

Notes regarding labor type descriptions, duties, minimum requirements and expectations

- A.1** Company Executive is an owner, co-owner, president, vice president, principal, or officer of the company. Position provides critical leadership, decision making, authorizes large expenditures, and is responsible for contract compliance. Executive(s) may self-perform any other functions or tasks expected of contractor workforce per applicable training, certification or licensure. Executive(s) should possess in-depth working knowledge of all internal processes and extensive experience in all work performed for client. Formal training and certification commensurate with duties, including safety and site operations.
- A.2** Manager, Project Manager, Supervisor regularly exercises assigned supervisory duties over other staff. In addition position may lead defined work categories. Position exercises lead organizational, administrative, technical, safety, or hazmat specialist skills. Formal training and certification commensurate with duties, including safety and site operations. Minimum trained to OSHA 30-hr general industry equivalent, 40 hr HAZWOPER, or equivalent. Among other assigned duties, position would lead Storage Site Operation, as described in Exhibit A, and be primary worker there. Position is responsible for safe and compliant management of Household Hazardous Waste, its transport and storage, and alerting City representatives of any unsafe conditions presented by an item of HHW. Position may self-perform functions of Foreman, Lead Laborer, Truck Driver, Equipment Operator.

- B.1** Foreman, Lead Laborer, is, in the absence of a manager or executive, the leader of contractor staff performing work on a City worksite. Foreman, Lead Laborer must have substantial experience performing assigned tasks, and must exercise communication skills sufficient to coordinate with, understand, negotiate with, and implement work and changes to work agreed-upon with on-site City representatives. Position must exercise powers of observation and awareness to quickly recognize safety risks and implement appropriate responses, including stop work. Position must have OSHA 10-Hour general industry training or equivalent. Position may handle household hazardous waste, enclose wastes in containers, and transport and load all containers on vehicles for hauling off site, but must be able to recognize HHW in poor condition requiring more expert management for safe handling. Position may at times perform Truck Driver or Equipment Operator functions, commensurate with training and licensing.
- B.2** Common Laborer should make up the majority of contractors workforce on City worksites. Position performs all basic Clean-up tasks including waste, litter and trash pick-up and containment, pick-up and careful handling of belongings, placement of belongs in containers, and placing all materials and containers onto trucks for hauling off site. Common laborer uses basic hand tools, e.g., rake, shovel, grabbers, and portable machinery, e.g., pressure washer, generator, etc., that do not require formal training or certification. Position may perform storage site tasks under direction of foreman, Manager, Supervisor. Common laborer must have some formal employer provided worker safety training and be able to consistently practice basic safety awareness and behaviors on the worksite, and be able to properly don and use prescribed PPE. Under direction of Foreman or Lead Laborer position may handle household hazardous waste, place wastes in containers, and transport and load all containers on vehicles for hauling off site. Position may at times perform Truck Driver or Equipment Operator functions commensurate with training and licensing.
- B.3** Truck Driver operates vehicles for crew delivery, and hauling materials and wastes between company base of operations, the worksite, and front range service providers, esp waste disposal and reclamation sites. Excludes worker driving non-work vehicles, and workers driving their POV. Truck Driver must possess a Commercial Drivers License accepted for use in Colorado, and a Hazardous Materials Endorsement if they transport USDOT regulated hazardous materials. Training must include USDOT HMR carriage by highway or equivalent. Position may at times perform Equipment Operator functions per applicable certification and training. Position may at times perform Foreman, Lead or Common Laborer functions commensurate with training.
- B.4** Equipment Operator operates non-highway vehicles and self-propelled equipment, including earth moving, lifting and loading equipment, and sweeping equipment. This position excludes simple starting and operation of trailer-mounted tools, e.g., generator, vacuum, pressure washer. Training must include manufacturer or national industry equivalent certification to operate equipment, and applicable OSHA safety training. Position may at times perform Truck Driver functions per licensing and training. Position may at times perform Foreman, Lead or Common Laborer functions commensurate with training.
- B.5** Administrative Worker, Clerical Worker perform solely at contractor's office or base of operations. Functions relevant to this agreement are documenting worker hours and tasks on each Denver project, preparing and submitting payroll documents for compliance with Denver wage laws, performing LCP tracker submittal, assembling, sending and tracking invoices and payments for Denver projects, providing documentation supporting any specific request by the City. Excluded functions are general office administration and company overhead, human resources, training, any office-based activity not singularly linked to a Denver project under the agreement, and work by licensed professionals including accountants. If contractor's office is located in Denver, this position may be subject to Denver Minimum Wage or Living Wage.
- B.6** Storage Site Security Guard must be specifically trained in the functions of a security guard in an active public environment, including industry accepted de-escalation techniques. Possession of a firearm is not required. Individual must possess valid certificate and license to work as a security guard in Denver. This function may be filled by a subcontractor working only part-time hours at contractor's direction. Though not working directly for the City, position and their supplier may be subject to Denver Living wage.



EXHIBIT C CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/7/2024

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 Lakeside Insurance Center, LLC 7728 Vance Drive Arvada CO 80003	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Erika Lespron</td> </tr> <tr> <td>PHONE (A/C No. Ext): 303-421-8590</td> <td>FAX (A/C, No): 303-531-5433</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: certs@lakeside-insurance.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Pinnacol Assurance Company</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER B : Westchester Surplus Lines Insurance Co.</td> <td style="text-align: center;">10172</td> </tr> <tr> <td>INSURER C : Ace Property & Casualty Insurance Company</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	CONTACT NAME: Erika Lespron		PHONE (A/C No. Ext): 303-421-8590	FAX (A/C, No): 303-531-5433	E-MAIL ADDRESS: certs@lakeside-insurance.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Pinnacol Assurance Company	41190	INSURER B : Westchester Surplus Lines Insurance Co.	10172	INSURER C : Ace Property & Casualty Insurance Company	20699	INSURER D :		INSURER E :		INSURER F :	
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INSURED Environmental Hazmat Services, Inc. 4745 Independence Street Wheat Ridge CO 80033	ENVIHAZ-01																				

COVERAGES **CERTIFICATE NUMBER: 1957832949** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Ded \$5,000	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	Y	Y	G47443672001	12/28/2023	12/28/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Employee Benefit</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefit	\$ 1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 In regards to City-wide Abandoned Waste Clean-up Contract ESEQD-202472496: As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto, and Contractor Pollution Liability. Waiver of Subrogation applies to General Liability, Contractor Pollution Liability, Automobile Liability & Workers Compensation.

CERTIFICATE HOLDER City and County of Denver DDPHE-Division of Environmental Quality 101 W. Colfax Ave., Ste. 800 Denver CO 80202 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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COMMENTS/REMARKS

Professional Liability
Insurer: Westchester Surplus Lines Insurance Company
Policy: G47443672001
Term: 12/28/2023 - 12/28/2024
Each Claim Limit: \$1,000,000
Aggregate Limit: \$2,000,000
Deductible: \$5,000 Per Claim
Claims Made
Retroactive Date: 5/20/2017



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Staff
DATE: July 26, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, July 21, 2023**, 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. CO20230002
Superseded General Decision No. CO20220002
Modification No. 6
Publication Date: 7/21/2023
(9 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.

***Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023. See page 10 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20230002 07/21/2023

Superseded General Decision Number: CO20220002

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or
	the applicable wage rate
	listed on this wage

| | determination, if it is
| | higher) for all hours
| | spent performing on the
| | contract in 2023.

| |
| | If the contract was awarded on | . Executive Order 13658
| | or between January 1, 2015 and | generally applies to the
| | January 29, 2022, and the | contract.
| | contract is not renewed or | . The contractor must pay
| | all | covered workers at least
| | extended on or after January | \$12.15 per hour (or the
| | 30, 2022: | applicable wage rate
| | listed | on this wage
| | determination, | if it is higher) for all
| | | hours spent performing on
| | | that contract in 2023.

| |
| | The applicable Executive Order minimum wage rate will be
| | adjusted annually. If this contract is covered by one of
| | the
| | Executive Orders and a classification considered necessary
| | for
| | performance of work on the contract does not appear on this
| | wage determination, the contractor must still submit a
| | conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/24/2023
2	04/07/2023
3	05/12/2023
4	06/02/2023
5	07/07/2023
6	07/14/2023
7	07/21/2023

ASBE0028-001 03/01/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	15.47

* BRCO0007-004 01/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	10.86

* BRCO0007-006 05/01/2023

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.89	13.70

ELEC0012-004 09/01/2021

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 29.80	13.00+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	13.00+3%

ELEC0068-001 06/01/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 43.20	18.38

ELEC0111-001 09/01/2022

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 23.89	21.25%+7.35
Line Equipment Operator.....	\$ 38.61	21.25%+7.35
Lineman and Welder.....	\$ 53.61	24.25%+7.35

ELEC0113-002 06/01/2023

EL PASO COUNTY

Rates	Fringes
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ELECTRICIAN.....\$ 35.70 17.52

ELEC0969-002 06/01/2019

MESA COUNTY

Rates Fringes

ELECTRICIAN.....\$ 25.20 10.06

ENGI0009-001 05/01/2023

Rates Fringes

Power equipment operators:

Blade: Finish.....	\$ 34.58	14.25
Blade: Rough.....	\$ 34.05	14.25
Bulldozer.....	\$ 34.05	14.25
Cranes: 50 tons and under..	\$ 34.77	14.25
Cranes: 51 to 90 tons.....	\$ 35.07	14.25
Cranes: 91 to 140 tons.....	\$ 36.27	14.25
Cranes: 141 tons and over...	\$ 38.63	14.25
Forklift.....	\$ 33.62	14.25
Mechanic.....	\$ 34.58	14.25
Oiler.....	\$ 33.19	14.25
Scraper: Single bowl under 40 cubic yards.....	\$ 34.21	14.25
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 34.41	14.25
Trackhoe.....	\$ 34.21	14.25

IRON0024-003 05/01/2023

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 35.24 22.84
Structural

LABO0086-001 05/01/2009

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

PLUM0003-005 06/01/2022

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

	Rates	Fringes
PLUMBER.....	\$ 46.58	19.29

* PLUM0058-002 07/01/2023

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83

* PLUM0058-008 07/01/2023

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83

PLUM0145-002 07/01/2022

MESA COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 36.47 14.82

PLUM0208-004 06/02/2023

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

Rates Fringes

PIPEFITTER.....\$ 44.56 19.72

SHEE0009-002 07/01/2023

Rates Fringes

Sheet metal worker.....\$ 38.47 20.83

TEAM0455-002 07/01/2023

Rates Fringes

Truck drivers:

Pickup.....\$ 25.46 4.77

Tandem/Semi and Water.....\$ 26.09 4.77

* 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
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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.

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2023)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$17.29	\$2.92
Laborer (Flagger)		\$17.29	\$3.80
Laborer (Landscape)		\$17.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete

classifications used.



TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Staff
DATE: March 2, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, February 24, 2023**, and applies to the City and County of Denver for **HIGHWAY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO20230009
Superseded General Decision No. CO20220009
Modification No. 1
Publication Date: 02/24/2023
(7 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023. See page 7 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

"General Decision Number: CO20230009 02/24/2023

Superseded General Decision Number: CO20220009

State: Colorado

Construction Type: Highway

Counties: Denver and Douglas Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$16.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is

| higher) for all hours
| spent performing on the
| contract in 2023.

|
| If the contract was awarded on | . Executive Order 13658
| or between January 1, 2015 and | generally applies to the
| January 29, 2022, and the | contract.
| contract is not renewed or | . The contractor must pay
all | covered workers at least
| extended on or after January | \$12.15 per hour (or the
| 30, 2022: | applicable wage rate
| listed | on this wage
| determination, | if it is higher) for all
| hours spent performing on
| that contract in 2023.

|

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/24/2023

CARP9901-008 11/01/2019

	Rates	Fringes
CARPENTER (Form Work Only)	\$ 26.50	10.32

ELEC0068-016 03/01/2011

	Rates	Fringes
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1	\$ 26.42	4.75%+8.68
Zone 2	\$ 29.42	4.75%+8.68

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:

- Colorado Springs - Nevada & Bijou
- Denver - Ellsworth Avenue & Broadway
- Ft. Collins - Prospect & College
- Grand Junction - 12th & North Avenue
- Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

* ENGI0009-008 05/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(3)-Hydraulic Backhoe		

(Wheel Mounted, under 3/4 yds), Hydraulic Backhoe (Backhoe/Loader combination), Drill Rig Caisson (smaller than Watson 2500 and similar), Loader (up to and including 6 cu. yd.).....	\$ 33.14	13.30
(3)-Loader (under 6 cu. yd.) Denver County.....	\$ 33.14	13.30
(3)-Motor Grader (blade-rough) Douglas County.....	\$ 33.14	13.30
(4)-Crane (50 tons and under), Scraper (single bowl, under 40 cu. yd).....	\$ 33.83	13.30
(4)-Loader (over 6 cu. yd) Denver County.....	\$ 33.30	13.30
(5)-Drill Rig Caisson (Watson 2500 similar or larger), Crane (51-90 tons), Scraper (40 cu.yd and over),.....	\$ 33.48	13.30
(5)-Motor Grader (blade-finish) Douglas County.....	\$ 33.65	13.30
(6)-Crane (91-140 tons).....	\$ 35.28	13.30

* SUCO2011-004 09/15/2011

	Rates	Fringes
CARPENTER (Excludes Form Work)....	\$ 19.27	5.08
CEMENT MASON/CONCRETE FINISHER		
Denver.....	\$ 20.18	5.75
Douglas.....	\$ 18.75	3.00
ELECTRICIAN (Excludes Traffic Signal Installation).....	\$ 35.13	6.83
FENCE ERECTOR (Excludes		

Link/Cyclone Fence Erection).....	\$ 13.02 **	3.20
GUARDRAIL INSTALLER.....	\$ 12.89 **	3.20
HIGHWAY/PARKING LOT		
STRIPING:Painter		
Denver.....	\$ 12.62 **	3.21
Douglas.....	\$ 13.89 **	3.21
IRONWORKER, REINFORCING		
(Excludes Guardrail		
Installation).....	\$ 16.69	5.45
IRONWORKER, STRUCTURAL		
(Includes Link/Cyclone Fence		
Erection, Excludes Guardrail		
Installation).....	\$ 18.22	6.01
LABORER		
Asphalt Raker.....	\$ 16.29	4.25
Asphalt Shoveler.....	\$ 21.21	4.25
Asphalt Spreader.....	\$ 18.58	4.65
Common or General		
Denver.....	\$ 16.76	6.77
Douglas.....	\$ 16.29	4.25
Concrete Saw (Hand Held)....	\$ 16.29	6.14
Landscape and Irrigation....	\$ 12.26 **	3.16
Mason Tender-		
Cement/Concrete		
Denver.....	\$ 16.96	4.04
Douglas.....	\$ 16.29	4.25
Pipelayer		
Denver.....	\$ 13.55 **	2.41
Douglas.....	\$ 16.30	2.18
Traffic Control (Flagger)....	\$ 9.55 **	3.05
Traffic Control (Sets		
Up/Moves Barrels, Cones,		
Install Signs, Arrow		
Boards and Place		
Stationary Flags) (Excludes		
Flaggers).....	\$ 12.43 **	3.22
PAINTER (Spray Only).....	\$ 16.99	2.87

POWER EQUIPMENT OPERATOR:

Asphalt Laydown		
Denver.....	\$ 22.67	8.72
Douglas.....	\$ 23.67	8.47
Asphalt Paver		
Denver.....	\$ 24.97	6.13
Douglas.....	\$ 25.44	3.50
Asphalt Roller		
Denver.....	\$ 23.13	7.55
Douglas.....	\$ 23.63	6.43
Asphalt Spreader.....		
	\$ 22.67	8.72
Backhoe/Trackhoe		
Douglas.....	\$ 23.82	6.00
Bobcat/Skid Loader.....	\$ 15.37 **	4.28
Boom.....	\$ 22.67	8.72
Broom/Sweeper		
Denver.....	\$ 22.47	8.72
Douglas.....	\$ 22.96	8.22
Bulldozer.....		
	\$ 26.90	5.59
Concrete Pump.....		
	\$ 21.60	5.21
Drill		
Denver.....	\$ 20.48	4.71
Douglas.....	\$ 20.71	2.66
Forklift.....		
	\$ 15.91 **	4.68
Grader/Blade		
Denver.....	\$ 22.67	8.72
Guardrail/Post Driver.....	\$ 16.07 **	4.41
Loader (Front End)		
Douglas.....	\$ 21.67	8.22
Mechanic		
Denver.....	\$ 22.89	8.72
Douglas.....	\$ 23.88	8.22
Oiler		
Denver.....	\$ 23.73	8.41
Douglas.....	\$ 24.90	7.67
Roller/Compactor (Dirt and Grade Compaction)		
Denver.....	\$ 20.30	5.51
Douglas.....	\$ 22.78	4.86
Rotomill.....		
	\$ 16.22	4.41
Screed		
Denver.....	\$ 22.67	8.38
Douglas.....	\$ 29.99	1.40
Tractor.....		
	\$ 13.13 **	2.95

TRAFFIC SIGNALIZATION:

Groundsman

Denver.....	\$ 17.90	3.41
Douglas.....	\$ 18.67	7.17

TRUCK DRIVER

Distributor

Denver.....	\$ 17.81	5.82
Douglas.....	\$ 16.98	5.27

Dump Truck

Denver.....	\$ 15.27 **	5.27
Douglas.....	\$ 16.39	5.27

Lowboy Truck.....

Denver.....	\$ 17.25	5.27
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Mechanic.....

Denver.....	\$ 26.48	3.50
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Multi-Purpose Specialty &

Hoisting Truck

Denver.....	\$ 17.49	3.17
Douglas.....	\$ 20.05	2.88

Pickup and Pilot Car

Denver.....	\$ 14.24 **	3.77
Douglas.....	\$ 16.43	3.68

Semi/Trailer Truck.....

Denver.....	\$ 18.39	4.13
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Truck Mounted Attenuator....

Denver.....	\$ 12.43 **	3.22
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Water Truck

Denver.....	\$ 26.27	5.27
Douglas.....	\$ 19.46	2.58

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

**Office of Human Resources
Supplemental Rates
(Specific to the Denver Projects)
Revised 01/01/2023)**

Classification		Base	Fringe
Guard Rail Installer		\$17.29	\$3.20
Highway Parking Lot Striping: Painter		\$17.29	\$3.21
Ironworker (Ornamental)		\$26.05	\$12.00
Laborer	Removal of Asbestos	\$21.03	\$8.55
Laborer (Landscape & Irrigation)		\$17.29	\$3.16
Laborer: Traffic Control (Flagger)		\$17.29	\$3.05
Laborer: Stationary Flags (excludes Flaggers)		\$17.29	\$3.22
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Pipefitter		\$30.45	\$12.85
Plumber		\$30.19	\$13.55
Power Equipment Operator (Tunnels Above and Below Ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31
Truck Driver: Truck Mounted Attenuator		\$17.29	\$3.22

Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.