

## A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **Clean Harbors Environmental Services, Inc.**, a Massachusetts corporation authorized to do business in Colorado, whose address is 42 Longwater Drive, Norwell, Massachusetts 02061 (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 the Department of Public Health and Environment, (“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, the 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.

**5. TERM:** The Agreement will commence upon execution of Contractor and City’s signature and will expire two years thereafter (the “Term”). 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.

**3. COMPENSATION AND PAYMENT:**

**a. Fee:** As full compensation for services and reimbursable expenses incurred, the City will pay the Contractor a fee based on the rates set forth in Exhibit B. Amounts billed for services rendered and expenses incurred may not exceed the rates set forth in **Exhibit B**.

b. **Reimbursable Expenses:** Reimbursable expenses are permitted as described in **Exhibit B**.

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

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00)** (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**, and Contractor has no obligation to perform services in excess of the Maximum Contract Amount. 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.

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

5. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the

Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

c. The Contractor 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 City.

d. 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.

e. 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".

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

7. **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.

**8. INSURANCE:**

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

**b. Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies

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

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

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

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

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

of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

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

**j. Additional Provisions:**

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

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

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

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

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

(2) For claims-made coverage:

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

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

**9. DEFENSE AND INDEMNIFICATION**

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

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

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

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

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

10. **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.

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

12. **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.

13. **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.



**14. 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.

**15. PREVAILING WAGE:**

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

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

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

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

January 1, 2013. Decreases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year are not permitted.

Decreases in prevailing wages on contracts whose period of performance exceed one (1) year are not effective except on the yearly anniversary date of the Agreement.

- (3) Contractor and its subcontractors shall pay all covered workers at least once a week the full amounts of wages accrued at the time of payment, except that Contractor and subcontractor shall pay non-construction workers, such as janitorial or custodial workers performing services under the Agreement, at least twice per month.
- (4) Contractor shall post in a prominent and easily accessible place at the site of work the scale of wages to be paid by Contractor and all subcontractors working under Contractor.
- (5) If Contractor or any subcontractor fails to pay wages required by the Agreement, no warrant or demand for payment to Contractor will be honored until Contractor furnishes the Auditor evidence satisfactory to the Auditor that the required wages by the Agreement have been paid.
- (6) Contractor shall furnish to the Auditor each week during which Services were performed or are in progress under the Agreement, a true and correct copy of the payroll records of all covered workers employed under the Agreement, either by Contractor or subcontractors. These payroll records must include, among other things, information showing the number of hours worked by each covered worker employed under the Agreement, the hourly pay of the covered workers, any deductions made from pay, and the net amount of pay received by each covered worker for the period covered by the payroll.
- (7) The copy of the payroll record must be accompanied by a sworn statement of Contractor that the copy is a true and correct copy of the payroll records of all covered workers working under the Agreement either for Contractor or subcontractors, that payments were made to them as set forth in the payroll records, that no deductions were made other than those set forth in the payroll records, and that all covered workers performing Services under the

Agreement, either by Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the Auditor's specifications.

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

**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 Public Health and Environment  
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. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

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

**b.** The Contractor certifies that:

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

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

**c.** The Contractor also agrees and represents that:

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

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

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

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

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

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

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

may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

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

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

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

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

**24. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its

sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

**25. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

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

**28. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

**30. CONFIDENTIAL INFORMATION:**

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

**31. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other



modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

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

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

**35. NONCONFORMING WASTE:** Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by Contractor and City. At the time the City requests the services of Contractor, as defined in **Exhibit A**, the City shall provide Contractor with a signed Waste Profile or similar document (“Waste Profile”) describing the waste materials. The City represents and warrants that, at the time of transfer to Contractor it has legal title or authority to the waste materials; the description of the waste materials on the Waste Profile is accurate and complete; the waste materials tendered to Contractor shall conform to such description; and, to the extent City packages or consolidates waste materials, containers of waste materials will be marked, labeled and otherwise conform with all applicable laws. Waste materials which are discovered to be non-conforming may be rejected by Contractor. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with City. Waste materials shall be considered non-conforming if the waste materials are not properly packaged or labeled by City; or if the waste materials contain constituents or have

characteristics or properties not disclosed on the Waste Profile. City shall pay Contractor for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

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**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** ENVHL-201843737-00

**Contractor Name:** CLEAN HARBORS ENVIRONMENTAL SERVICES INC

By: 

Name: James V. Noles  
(please print)

Title: Vice President, Operations Group  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## **Exhibit A**

### **Scope of Work**

Clean Harbors Deer Trail disposal facility shall provide the following services for the City and County of Denver\*:

- Storage, final treatment and landfill disposal of Naturally Occurring Radioactive material (Norm) and Technologically Enhanced Naturally Occurring Radioactive Material (TENORM) wastes in the decay series of uranium (U)-238, U-235 and thorium (Th)-232 up to 2000 pico Curies/gram.
- Storage, final treatment of toxic metals wastes and organic wastes.
- Solidification and landfill disposal of liquid wastes.
- Direct landfilling of wastes.
- Provide shipping containers for over-the-road transportation of wastes transported to the Clean Harbors Deer Trail disposal site. Containers include but are not limited to nine-cubic yard lift-liners and 25 cubic yard roll-off containers.

\*Deer Trail facility is a fully permitted Subtitle C landfill authorized to treat, store and dispose of hazardous and industrial wastes.

## **EXHIBIT B**

### **RATES**

#### **Bulk Quantity Disposal Fees**

- **Non-Hazardous Soil for Direct Landfill (CBP):**
  - Non-Hazardous Soil for Direct Landfill - \$45.00/Ton
  - Plus Adams County fee 3% - \$1.35/Ton
  - Plus Colorado Non-Hazardous Waste Fee - \$5.25/Ton
  - Plus variable recovery fee (See General Conditions)
  - Minimum billing per load is 20 Tons in End Dumps or 15 tons in Roll Off Boxes
  - Pending profile approval as CBP
  - Disposal Facility is Deer Trail, CO
  
- **Non-Hazardous Debris for Direct Landfill (CBP):**
  - Non-Hazardous Debris for Direct Landfill - \$45.00/Cubic Yard
  - Plus Adams County fee 3% - \$1.35/Cubic Yard
  - Plus Colorado Waste Fee - \$5.25/Ton
  - Plus variable recovery fee (See General Conditions)
  - Minimum billing per load is 20 Cubic Yards in End Dumps or 15 Cubic Yards in Roll Off Boxes
  - Pending profile approval as CBP
  - Disposal Facility is Deer Trail, CO
  
- **Non-Hazardous Liquid/Sludge for Solidification and Landfill (CBPS):**
  - Non-Hazardous Liquids/Sludge for Solidification - \$175.00/Ton
  - Plus Adams County fee 3% - \$5.25/Ton
  - Plus Colorado Non-Hazardous Waste Fee - \$5.25/Ton
  - Plus variable recovery fee (See General Conditions)
  - Minimum billing per load is 12 tons
  - Pending profile approval as CBPS
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Hazardous Soil Meeting LDR for Direct Landfill (CBPR):**
  - RCRA Hazardous Soil for Direct Landfill - \$75.00/Ton
  - Plus Adams County fee 3% - \$2.25/Ton
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Minimum billing per load is 20 Tons in End Dumps or 15 tons in Roll Off Boxes
  - Pending profile approval as CBPR
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Liquids/Sludge Meeting LDR for Solidification and Landfill (CBPRS):**
  - RCRA Hazardous Liquids/Sludge for Solidification/Landfill - \$210.00/Ton
  - Plus Adams County fee 3% - \$6.30/Ton
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Minimum billing per load is 12 tons
  - Pending profile approval as CBPRS

- Disposal Facility is Deer Trail, CO
  
- **RCRA Soil/Solids for Metals Stabilization (CCS):**
  - RCRA Soil for Metals Stabilization - \$150.00/Ton
  - Plus Adams County fee 3% - \$4.50/Ton
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Minimum billing per load is 20 Tons in End Dumps or 15 tons in Roll Off Boxes
  - Pending profile approval as CCS
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Sludge/Liquids Metals Stabilization (CCSS):**
  - RCRA Sludge/Liquid for Metals Stabilization - \$220.00/Ton
  - Plus Adams County fee 3% - \$6.60/Ton
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Minimum billing per load is 12 tons
  - Pending profile approval as CCSS
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Debris for Micro Encapsulation (CCSM):**
  - RCRA Debris for Micro Encapsulation - \$150.00/Cubic Yard
  - Plus Adams County fee 3% - \$4.50/Ton
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Minimum billing per load is 20 Cubic Yards in End Dumps or 15 Cubic Yards in Roll Off Boxes
  - Pending profile approval as CCSM
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Debris for Macro Encapsulation (CCSMA):**
  - RCRA Debris for Macro Encapsulation - \$220.00/Cubic Yard
  - Plus Adams County fee 3% - \$6.60/Ton
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Material can only be delivered in Clean Harbors provided roll off boxes
  - Minimum billing per load is the size of the roll off box
  - Pending profile approval as CCSMA
  - Disposal Facility is Deer Trail, CO
  
- **Non-Hazardous Asbestos Containing Material (ACM) for Direct Landfill (CNIA):**
  - Non-Hazardous ACM for Direct Landfill - \$55.00/Cubic Yard
  - Plus Adams County fee 3% - \$1.65/Cubic Yard
  - Plus Colorado Non-Hazardous Waste Fee - \$5.25/Ton

- Plus variable recovery fee (See General Conditions)
- Minimum billing per load is 20 Cubic Yards in End Dumps or 15 Cubic Yards in Roll Off Boxes
- Pending profile approval as CNIA
- Disposal Facility is Deer Trail, CO
- **NORM/TENORM Impacted Soil/Solids for Direct Landfill (CNON):**
  - NORM/TENORM Soil & Debris (CNON) - \$100.00/Ton
  - Plus Adams County fee 3% - \$3.00/ton
  - Plus Rocky Mountain Compact Fee - \$1.00/ton
  - Plus variable recovery fee (See General Conditions)
  - Minimum billing per load is 20 Tons in End Dumps or 15 tons in Roll Off Boxes
  - Pending approval of profile as CNON
  - Disposal Facility is Deer Trail, CO
- **NORM/TENORM Impacted Liquids/Semi-Solids for Solidifications and Landfill (CNOSN)**
  - NORM/TENORM Liquids/Semi-Solids (CNOSN) - \$285.00/Ton
  - Plus Adams County fee 3% - \$8.55/ton
  - Plus Rocky Mountain Compact Fee - \$1.00/ton
  - Plus variable recovery fee (See General Conditions)
  - Pending approval of profile as CNOSN
  - Minimum billing per load is 12 tons
  - Disposal Facility is Deer Trail, CO

**Drummed Waste Disposal Fees**

- **Non-Hazardous Soil for Direct Landfill (CBP):**
  - Non-Hazardous Soil for Direct Landfill - \$109.00/55 gallon drum
  - Plus Adams County fee 3% - \$3.27/55 gallon drum
  - Plus Colorado Non-Hazardous Waste Fee - \$5.25/Ton
  - Plus variable recovery fee (See General Conditions)
  - Pending profile approval as CBP
  - Disposal Facility is Deer Trail, CO
- **Non-Hazardous Debris for Direct Landfill (CBP):**
  - Non-Hazardous Debris for Direct Landfill - \$109.00/55 gallon drum
  - Plus Adams County fee 3% - \$3.27/55 gallon drum
  - Plus Colorado Non-Hazardous Waste Fee - \$5.25/Ton
  - Plus variable recovery fee (See General Conditions)
  - Pending profile approval as CBP
  - Disposal Facility is Deer Trail, CO



- **Non-Hazardous Liquid/Sludge for Solidification and Landfill (CBPS):**
  - Non-Hazardous Liquids/Sludge for Solidification - \$146.00/55 gallon drum
  - Plus Adams County fee 3% - \$4.38/55 gallon drum
  - Plus Colorado Non-Hazardous Waste Fee - \$5.25/Ton
  - Plus variable recovery fee (See General Conditions)
  - Pending profile approval as CBPS
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Hazardous Soil Meeting LDR for Direct Landfill (CBPR):**
  - RCRA Hazardous Soil for Direct Landfill - \$180.00/55 gallon drum
  - Plus Adams County fee 3% - \$5.40/55 gallon drum
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Pending profile approval as CBPR
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Liquids/Sludge Meeting LDR for Solidification and Landfill (CBPRS):**
  - RCRA Liquids/Sludge for Solidification/Landfill - \$200.00/55 gallon drum
  - Plus Adams County fee 3% - \$6.00/55 gallon drum
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Pending profile approval as CBPRS
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Soil/Solids for Metals Stabilization (CCS):**
  - RCRA Soil for Metals Stabilization - \$202.00/55 gallon drum
  - Plus Adams County fee 3% - \$6.06/55 gallon drum
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Pending profile approval as CCS
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Sludge/Liquids Metals Stabilization (CCSS):**
  - RCRA Sludge/Liquid for Metals Stabilization - \$241.00/55 gallon drum
  - Plus Adams County fee 3% - \$7.23/55 gallon drum
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Pending profile approval as CCSS
  - Disposal Facility is Deer Trail, CO
  
- **RCRA Debris for Micro Encapsulation (CCSM):**
  - RCRA Debris for Micro Encapsulation - \$225.00/55 gallon drum
  - Plus Adams County fee 3% - \$6.75/55 gallon drum
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)

- Pending profile approval as CCSM
- Disposal Facility is Deer Trail, CO
- **RCRA Debris for Macro Encapsulation (CCSMA):**
  - RCRA Debris for Macro Encapsulation - \$250.00/55 gallon drum
  - Plus Adams County fee 3% - \$7.50/55 gallon drum
  - Plus Colorado Hazardous Waste Fee - \$9.92/Ton
  - Plus variable recovery fee (See General Conditions)
  - Pending profile approval as CCSMA
  - Disposal Facility is Deer Trail, CO
- **Non-Hazardous Asbestos Containing Material (ACM) for Direct Landfill (CNIA):**
  - Non-Hazardous ACM for Direct Landfill - \$176.00/55 gallon drum
  - Plus Adams County fee 3% - \$5.28/55 gallon drum
  - Plus Colorado Non-Hazardous Waste Fee - \$5.25/Ton
  - Plus variable recovery fee (See General Conditions)
  - Pending profile approval as CNIA
  - Disposal Facility is Deer Trail, CO
- **NORM/TENORM Impacted Soil/Solids for Direct Landfill (CNON):**
  - NORM/TENORM Soil & Debris (CNON) - \$539.00/55 gallon drum
  - Plus Adams County fee 3% - \$16.17/55 gallon drum
  - Plus Rocky Mountain Compact Fee - \$1.00/ton
  - Plus variable recovery fee (See General Conditions)
  - Pending approval of profile as CNON
  - Transportation via dedicated trucks only, LTL's transport not available
  - Disposal Facility is Deer Trail, CO
- **NORM/TENORM Impacted Liquids/Semi-Solids for Solidifications and Landfill (CNOSN)**
  - NORM/TENORM Liquids/Semi-Solids (CNOSN) - \$539.00/55 gallon drum
  - Plus Adams County fee 3% - \$16.17/55 gallon drum
  - Plus Rocky Mountain Compact Fee - \$1.00/ton
  - Plus variable recovery fee (See General Conditions)
  - Pending approval of profile as CNOSN
  - Transportation via dedicated trucks only, LTL's transport not available
  - Disposal Facility is Deer Trail, CO
- **Transportation to Deer Trail, CO from City of Denver/Bulk Quantity Waste:**
  - Roll Off Transportation - \*\$1,200.00/Load
    - Empty Roll Off Box Spot Fee - \$1,200.00/Empty Box Spotted
      - Roll Off Container Rental - \$12.00/day per Roll Off Box
  - Vacuum Trailer Transportation - \*\$1,200.00/Load
  - End Dump Transportation - \*\$1,200.00/Load

\* Demurrage: 1/2 hour free loading and unloading, \$125.00 per truck, per hour thereafter billed in 15 minute increments.

- **Transportation to Deer Trail, CO from City of Denver/Drum Quantity Waste:**
  - Less Than Truck Load Quantities - \*\$36.00/ drum
    - Minimum Charge per stop is \$360.00
  - Dedicated 40 Drum Box Trucks Loads - \*\$850.00/Load
  - Dedicated 80 Drum Van Trailer Loads - \*\$950.00/Load
- \* Demurrage: 1/2 hour free loading and unloading, \$125.00 per truck, per hour thereafter billed in 15 minute increments.
- **Assessorial Pricing:**
  - Container Washout: \$256.00/ End Dumps and Roll Off Boxes (If Required)
  - Plus Bin Top Stabilization Fee: \$261.00 per load (If Required/Allowed)
  - Vacuum Tanker Washout - \$350.00/Tanker
  - End Dump and Roll Off Box Liners - \$65.00/Load

#### ***GENERAL CONDITIONS***

- Pricing subject to verification upon submission of profile, sample, and pre-qualification analysis and final approval of waste profile.
- Sales Tax – The above rates do not include any state or local Sales Taxes, such taxes if applicable will be invoiced as a separate line item, unless a valid exemption certificate is furnished prior to the commencement of work.
- A variable Recovery Fee (that fluctuates with the DOE national average diesel price), currently at 13.5%, will be applied to the total invoice. For more information regarding our recovery fee calculation please go to: [www.cleanharbors.com/recoveryfee](http://www.cleanharbors.com/recoveryfee).
- Transportation scheduling subject to availability of equipment and manpower.
- Trucks cancelled with less than 24 hours notice as well as “No Loads” will be assessed a full load cancellation fee.
- Trucks will be properly and legally loaded by others. Overweight conditions shall be rectified by others.
- Pricing as quoted above includes current Fuel Surcharge based upon U.S. Average diesel price (\$3.268/gallon) as of 9/17/2018 using the following website: <http://www.eia.gov/petroleum/gasdiesel>. An additional 0.5% will apply to the base per load transportation rate for each \$0.10/gallon increase in the price of diesel fuel above \$3.268/gallon.
- Standard disposal conversions (excluding minimums) apply to containers other than 5 gallon drums: 6-20g 60%, 21-30g 75%, 31-55g 100%, 56-85g 145%, FBIN 350%, TOT2(<300gal TOTE) 500%, TOTE 630%.

- Effective June 30, 2018 fees will be associated with the EPA’s e-Manifest system. These fees will be passed along to the generator on an as needed basis.
- All approved (“Approved”) waste streams are coded with Clean Harbors’ Waste Classification Codes, which define the specifications for bulked wastes. Wastes that are received not conforming to these specifications may be subject to additional costs. Bulk waste streams may require a sample prior to acceptance and approval, final pricing for which will be determined from actual samples and analysis.
- Pricing is based on waste meeting the following general specifications.

|       |   |   |
|-------|---|---|
| CBP   | <p>Source of PCB &lt; 50 ppm<br/>         Must not be prohibited from landfill<br/>         Must not require stabilization or encapsulation<br/>         May require solidification if liquids are present<br/>         PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL</p>   | SOLIDS TO HAZARDOUS LANDFILL                                    |
| CBPS  | <p>Source of PCB &lt; 50 ppm<br/>         Must not be prohibited from landfill<br/>         Must not require stabilization or encapsulation<br/>         PRIMARY DISPOSAL METHOD: SOLIDIFICATION/SECURE CHEMICAL LANDFILL</p>   | Semi-Solids To Hazardous Landfill                               |
| CBPR  | <p>Solids meeting treatment standards<br/>         Must not be prohibited from landfill<br/>         Must not require stabilization or encapsulation<br/>         PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL</p>   | RCRA solids meeting treatment standards for direct subtitle     |
| CBPRS | <p>Less than 50 ppm PCB's must not be TSCA regulated<br/>         Must not be prohibited from landfill<br/>         Must not require stabilization or encapsulation<br/>         semi-solids meeting treatment standards<br/>         PRIMARY DISPOSAL METHOD: HAZARDOUS LANDFILL</p>   | RCRA semi-solids meeting treatment standards for solidification |
| CCS   | <p>Solids - must pass the paint filter test<br/>         Less than 30ppm amenable cyanide<br/>         No pesticides or herbicides<br/>         No organic debris or organic layers<br/>         Organics must meet the Universal Treatment Standards U.S. E.P.A. waste codes (D002, D004-D011)<br/>         No reactive cyanide allowed<br/>         Less than 1,000 ppm T.O.X. (Total Organic Halogen)<br/>         Less than 2 percent T.O.C. (Total Organic Carbon)<br/>         Less than 0.5 percent Ammonia<br/>         Less than 5 percent total metals<br/>         Mercury total analysis must be less than 260 PPM<br/>         Flashpoint greater than 140 F<br/>         PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL</p> | CHARACTERISTIC SOLIDS FOR STABILIZATION                         |

|       |  |   |
|-------|--|---|
| CCSS  | <p>Characteristic (D002, D004-D011) codes only<br/> Flashpoint greater than 140 F<br/> Free liquid is acceptable, but no free organic layer<br/> Less than 0.5% ammonia<br/> Less than 30 ppm amenable cyanide<br/> Less than 5% total metals<br/> Mercury total analysis must be less than 260 PPM<br/> Less than 50 ppm cyanide<br/> Less than 50 ppm Fluoride<br/> No herbicides or pesticides<br/> No reactive cyanide allowed<br/> Organics must meet the Universal Treatment Standards<br/> PRIMARY DISPOSAL METHOD: STABILIZATION OR CHEMICAL OXIDATION<br/> TOC less than 20,000 ppm<br/> PRIMARY DISPOSAL METHOD: STABILIZATION, LANDFILL</p> | CHARACTERISTIC SEMI SOLIDS/LIQUID FOR STABILIZATION |
| CCSM  | <p>Must meet U.S. EPA definition of debris<br/> Must be less than 3' by 3'<br/> Greater than 51 percent debris by volume<br/> No cyanides above U.S. LDR standards<br/> No free liquids<br/> No flammable vapors above 10 percent of LEL<br/> Flashpoint greater than 140 F<br/> PRIMARY DISPOSAL METHOD: MICROENCAPSULATION</p>   | DEBRIS FOR MICROENCAPSULATION                       |
| CCSMA | <p>Must meet U.S. EPA definition of debris<br/> Greater than 3' but less than 20'<br/> Greater than 51 percent debris by volume<br/> No cyanides above U.S. LDR standards<br/> No free liquids<br/> No flammable vapors above 10 percent of LEL<br/> Flashpoint greater than 140F<br/> PRIMARY DISPOSAL METHOD: MACROENCAPSULATION</p>   | DEBRIS FOR MACROENCAPSULATION                       |
| CNIA  | <p>No free liquid<br/> Wetted and double bagged<br/> Must be able to pass (paint filter/penetration) tests<br/> No pesticides, herbicides or cyanides<br/> PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL</p>   | ASBESTOS WASTE                                      |
| CNON  | <p>NORM Solid Waste<br/> Naturally Occurring Radioactive Material<br/> May also include Technically Enhanced NORM (TE-NORM)<br/> Less than 2,000 pCi/g total radionuclide content<br/> Radium 226 limit of less than 222 pCi/g<br/> No heavy metals, PCBs or other hazardous classification<br/> PRIMARY DISPOSAL METHOD: LANDFILL</p>   | NON RCRA REGULATED NORM WASTE FOR LANDFILL          |

|       |  |   |
|-------|--|---|
| CNOSN | NORM Liquid Waste<br>Naturally Occurring Radioactive Material<br>May also include Technically Enhanced NORM (TE-NORM)<br>Less than 2,000 pCi/g total radionuclide content<br>Radium 226 limit of less than 400 pCi/g<br>No heavy metals, PCBs or other hazardous classification<br>PRIMARY DISPOSAL METHOD: NON HAZARDOUS LANDFILL | NON RCRA REGULATED NORM<br>WASTE FOR<br>SOLIDIFICATION/LANDFILL |
|-------|--|---|

## Subject to Prevailing Wage

Provide shipping containers for over-the-road transportation of wastes transported to the Clean Harbors Deer Trail disposal site. Containers include but are not limited to nine-cubic yard lift-liners and 25 cubic yard roll-off containers – ***Refer to the City and County's Prevailing Wage Schedule.***

- **Provide 9 Cubic Yard Lift Bags (8.0' L x 5.5' W x 5.5' High) and Loading and Lifting Frames**
  - **\*9 CY Lift Bag/Item LP855-IP1 - \$395.00 per bag**
    - Above price based upon minimum order of 25 Lift Bags
    - \*\*Above rate does not Include Freight Charges to Deliver Lift Bags to Denver
  - **Purchase Loading Frame - \$7,168.00**
    - \*\*Above rate does not Include Freight Charges to Deliver Loading Frame to Denver
  - **Monthly Rental of Loading Frame - \$1,247.00 per Month**
    - \*\*Above rate does not Include Freight Charges to Deliver Loading Frame to Denver or to return it to the vendor when loading operations are complete
  - **Purchase of Lifting Frame - \$8,121.00**
    - \*\*Above rate does not Include Freight Charges to Deliver Loading Frame to Denver
  - **Monthly Rental of Lifting Frame - \$1,414.00 per Month**
    - \*\*Above rate does not Include Freight Charges to Deliver Loading Frame to Denver or to return it to the vendor when loading operations are complete

\* Proper loading of waste into the above referenced Lift Bags requires the use of a Loading Frame to safely and properly package waste into Lift Bags. In addition, Lift Bags require a Lifting Frame to safely lift loaded Lift Bags onto a transport vehicle. Please follow the link to view a video showing how these frames are used <https://www.youtube.com/watch?v=-FqV7wXTqzM&feature=youtu.be> .

\*\* Freight charges can vary based upon a number of factors, because of this Clean Harbors will quote Freight charges at cost plus 15% when requested to either purchase or rent the above items. As a point of reference if both frames were shipped from the supplier today to Denver, CO, the cost to the City would be \$1,086.00 and the same amount would apply to ship the frames back to the vendor if they were rented. In addition, if 25 Lift Bags were shipped from the vendor to Denver, CO, the expected cost to the City of Denver as of today's date would be \$609.00.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2018

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).

|  |   |  |
|--|---|--|
| <b>PRODUCER</b><br>Willis of Massachusetts, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA  | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b> 1-877-945-7378 <b>FAX (A/C. No.):</b> 1-888-467-2378<br><b>E-MAIL ADDRESS:</b> certificates@willis.com |  |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>  |  |
| <b>INSURED</b><br>Clean Harbors Environmental Services, Inc. and its Affiliates<br>42 Longwater Drive<br>Norwell, MA 02061 | <b>INSURER A:</b> ACE American Insurance Company <b>NAIC #</b> 22667  |  |
|  | <b>INSURER B:</b> ACE Property & Casualty Insurance Company <b>20699</b>  |  |
|  | <b>INSURER C:</b> Indemnity Insurance Company of North Ameri <b>43575</b>   |  |
|  | <b>INSURER D:</b>   |  |
|  | <b>INSURER E:</b>   |  |
|  | <b>INSURER F:</b>   |  |

**COVERAGES**

CERTIFICATE NUMBER: W8659881

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   |
|----------|--|-----------|----------|---------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU<br><input checked="" type="checkbox"/> Contractual<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | HDOG27872189              | 11/01/2017              | 11/01/2018              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> MCS-90  |           |          | ISAH2509718A              | 11/01/2017              | 11/01/2018              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0  |           |          | G4682586A 001             | 11/01/2017              | 11/01/2018              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000   |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>No | N/A      | WLRC64620940 (AOS)        | 11/01/2017              | 11/01/2018              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                |
| A        | Workers Compensation & Employers Liability<br>Per Statute  |           |          | WLRC64620939 (AZ, CA, MA) | 11/01/2017              | 11/01/2018              | E.L. EACH ACCIDENT \$2,000,000<br>E.L. DISEASE - EA EMP \$2,000,000<br>E.L. DISEASE-POL LMT \$2,000,000  |

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

Contract #ENVHL-201843737-00.

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.

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| CITY AND COUNTY OF DENVER<br>Attention: David C. Erickson<br>101 W. Colfax Ave., Ste 800<br>Denver, CO 80202 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>  |

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/26/2018

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).

|   |   |  |                               |
|---|---|--|-------------------------------|
| <b>PRODUCER</b><br>Willis of Massachusetts, Inc.<br>c/o 26 Century Blvd<br>P.O. Box 305191<br>Nashville, TN 372305191 USA | <b>CONTACT NAME:</b><br>PHONE (A/C No. Ext): 1-877-945-7378 |  | FAX (A/C, No): 1-888-467-2378 |
|   | <b>E-MAIL ADDRESS:</b> certificates@willis.com              |  |                               |
|   |   | <b>INSURER(S) AFFORDING COVERAGE</b>                         | <b>NAIC #</b>                 |
|   |   | <b>INSURER A:</b> ACE American Insurance Company             | 22667                         |
|   |   | <b>INSURER B:</b> ACE Property & Casualty Insurance Company  | 20699                         |
|   |   | <b>INSURER C:</b> Indemnity Insurance Company of North Ameri | 43575                         |
|   |   | <b>INSURER D:</b>  |                               |
|   |   | <b>INSURER E:</b>  |                               |
|   |   | <b>INSURER F:</b>  |                               |

**COVERAGES** **CERTIFICATE NUMBER:** W8659882 **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   |
|----------|--|-----------|----------|---------------------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> XCU<br><input checked="" type="checkbox"/> Contractual<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | HDQG71209581              | 11/01/2018              | 11/01/2019              | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> MCS-90<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | ISAH25271865              | 11/01/2018              | 11/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| B        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0   |           |          | G4682586A 002             | 11/01/2018              | 11/01/2019              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000   |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | WLRC65228610 (AOS)        | 11/01/2018              | 11/01/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 2,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 2,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 2,000,000                                 |
| A        | <b>Workers Compensation &amp; Employers Liability</b><br>Per Statute   |           |          | WLRC65228658 (AZ, CA, MA) | 11/01/2018              | 11/01/2019              | E.L. EACH ACCIDENT \$2,000,000<br>E.L. DISEASE - EA EMP \$2,000,000<br>E.L. DISEASE-POL LMT \$2,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Contract #ENVHL-201843737-00.

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.

### CERTIFICATE HOLDER

### CANCELLATION

CITY AND COUNTY OF DENVER  
 Attention: David C. Erickson  
 101 W. Colfax., Ste 800  
 Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Julia M Powers*





**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

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

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

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

DATE: Monday, July 16, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, July 13, 2018** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180012  
Superseded General Decision No. CO20170012  
Modification No. 5  
Publication Date: 07/13/2018  
(5 pages)

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

Attachments as listed above.

General Decision Number: CO180012 07/13/2018 CO12

Superseded General Decision Number: CO20170012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2018       |
| 1                   | 01/12/2018       |
| 2                   | 02/02/2018       |
| 3                   | 02/09/2018       |
| 4                   | 03/02/2018       |
| 5                   | 07/13/2018       |

ASBE0028-001 07/01/2017

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

\* BRCO0007-004 01/01/2018

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

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 27.98 | 10.04   |

-----  
\* BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 25.88 | 10.34   |

-----  
ELEC0012-004 01/01/2018

PUEBLO COUNTY

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

-----  
\* ELEC0068-001 06/01/2018

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

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 35.80 | 15.45   |

-----  
ELEC0111-001 09/01/2017

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

-----  
\* ELEC0113-002 06/01/2018

EL PASO COUNTY

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 31.80 | 15.90   |

-----  
ELEC0969-002 06/01/2015

MESA COUNTY

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

-----  
ENGI0009-001 05/01/2017

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

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

-----  
IRON0024-003 11/01/2017

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

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

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| Laborers:<br>Pipelayer..... | \$ 18.68 | 6.78    |

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

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

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

-----  
\* PLUM0058-002 07/01/2018

EL PASO COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 37.25 | 14.85   |

-----  
\* PLUM0058-008 07/01/2018

PUEBLO COUNTY

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 37.25 | 14.85   |

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

MESA COUNTY

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

-----  
PLUM0208-004 06/01/2016

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

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

-----  
SHEE0009-002 07/01/2017

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

-----  
TEAM0455-002 07/01/2017

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

-----  
SUCO2001-006 12/20/2001

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

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

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

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

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