

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of the date stated on the City signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“**City**”), and **E.T. TECHNOLOGIES, INC.**, a Utah corporation doing business at 10000 South Dranfheldt Road, Suite 100, Parker, Colorado 80134 (the “**Contractor**”), jointly (“**the Parties**”).

### WITNESSETH:

**WHEREAS**, the City desires to obtain professional services to assist City agencies with routine and non-routine management and care of its underground and aboveground storage tanks including the City owned and operated tanks at Denver International Airport (“**DIA**” or the “**Airport**”); and

**WHEREAS**, the City solicited and received proposals for such services and the Contractor’s proposal was selected; and

**WHEREAS**, Contractor is qualified and ready, willing, and able to perform the services as set forth in this Agreement in a timely, efficient, and economical manner;

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

**1. LINES OF AUTHORITY:**

**A. For DIA.** DIA’s Chief Executive Officer, her designee or successor in function (the “**CEO**”) authorizes and directs all work performed for DIA under this Agreement. Until otherwise notified by the CEO, the Director of Environmental Programs or his successor-in-interest is the “**DIA Project Manager**” for this Agreement, and is designated as the authorized representative of the CEO through whom services performed for DIA under this Agreement shall be directed and coordinated. Administrative reports, memoranda, correspondence, and other submittals required of Contractor shall be processed in accordance with the DIA Project Manager’s directions.

**B. For Other City Agencies.** The City’s Executive Director for the Department of Public Health & Environment, or his or her designee or successor in function (the “**Executive Director**”) authorizes and directs all work performed for other City agencies under this Agreement. Until otherwise notified by the Executive Director, the Executive Director is the

“**Active Tank Compliance Program Manager**” for other City agencies under this Agreement, and is designated as the representative through whom services performed for City agencies other than DIA under this Agreement shall be directed and coordinated. Administrative reports, memoranda, correspondence, and other submittals required of Contractor shall be processed in accordance with the Active Tank Compliance Program Manager’s directions.

**2. SERVICES TO BE PERFORMED:**

**A.** As either the CEO or Executive Director directs, 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. Contractor is ready, willing, and able to provide the services required by the Agreement. All means and methods chosen to perform work under the Agreement are and will be the sole responsibility of the Contractor.

**B.** 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. At its sole cost and expense, Contractor is responsible for all required training.

**C.** Contractor shall provide experienced, and where required by law licensed and/or certified, personnel to perform the services under the Agreement.

**D.** Contractor shall maintain qualified staff on its payroll and/or have qualified persons available through subcontracts in effect throughout the term of the Agreement. Qualified personnel or qualified persons available through any subcontract to perform services under the Agreement must have specific experience in installing and repairing above-ground and underground storage tank systems, installing and maintaining Veeder-Root automatic tank monitoring systems, and performing tank system inspections in accordance with industry standards/best practices, including Steel Tank Institute or American Petroleum Institute standards or both.

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

**F.** Awareness Requirement: all activities are subject to the requirements of the City’s and DIA’s ISO 14001 certified Environmental Management Systems (“EMS”).

**G.** In performing work at DIA, Contractor shall comply and ensure compliance with all DIA-related policies.

**H.** Awareness Requirement: all contractors, subcontractors, and other suppliers of goods and services at DIA are required to be aware of DIA’s Environmental Policy, which can be found at: [https://www.flydenver.com/about/administration/environmental\\_management](https://www.flydenver.com/about/administration/environmental_management), and of significant environmental aspects and impacts that would be associated with their work at DIA.

**I.** When access to property not owned by the City must be gained to complete work under the Agreement, Contractor shall be responsible for obtaining the necessary permission and releases from the property owner to allow Contractor to gain access and work on the property.

**J.** Contractor is responsible for submitting deliverables to the City. Deliverables include written work plans, operating instructions, equipment specifications, reference materials, site maps, diagrams, tables, and figures. When requested by the City, Contractor shall submit deliverables in draft form for review and approval by the City before submission of final deliverables.

**K.** When requested by the City, Contractor shall provide detailed records of quantities of materials and waste that it purchases, consumes, transports, treats, disposes or otherwise handles on behalf of the City to the City to enable the City to accurately track the quantities of these wastes or materials for billing and reporting purposes. Quantity measurement methods and values proposed by the Contractor for a particular work assignment made under the Agreement will be subject to the City’s prior review and approval.

**3. PROJECT AWARD; SCOPE OF WORK:**

**A. Project Awards.** The City will request services on an as-needed basis through a specific scope of work. At its sole discretion, the City may award a project by seeking a statement of work from more than one contractor or by selecting a particular contractor to perform work. In any case, when and as requested, the Contractor shall submit a proposed statement of work, including a not-to-exceed charge for service, and perform work under a corresponding notice to proceed (“NTP”). Any equipment and supplies shall be included as a separate line item in a statement of work and included in the amount not-to-exceed. Contractor shall also include in each proposed statement of work a breakdown of all anticipated costs with line items and extensions.

Contractor shall not commence any work until receipt of an NTP approving a proposed statement of work. All work shall be performed and completed in accordance with the applicable NTP, including any schedule set forth therein.

**B. Reservations of Rights.** The City reserves the right to reject any proposed statement of work; negotiate an amended scope of work with Contractor; and negotiate with any other contractor should the City deem any one of these actions to be in its interest to do so. Nothing in the Agreement guarantees the Contractor any minimum amount of work.

**C. Scope of Work.** Contractor shall obtain authorization from the City before proceeding with each phase. Nothing in the Agreement shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase authorized by City.

**(1) Management Planning Phase:** Contractor shall attend all conferences requisite to a complete understanding of each project, and the Contractor shall document the information communicated in these conferences.

**a.** If the City, state, or federal government has adopted construction or design and document standards, the Contractor shall use all applicable standards.

**b.** The Contractor shall review the City's needs and requirements to determine the specific requirements for each project based on the information the City provides.

**c.** The Contractor shall then review these project requirements with the City to confirm its understanding of the scope of the project with the City.

**d.** Upon the City's approval of the costs, the Contractor shall obtain all studies and engineering data necessary to properly investigate, report on, and provide design services for the project.

**e.** The Contractor shall then prepare and present a written project schedule, scope of work, and work plan to the City setting forth the result of its planning efforts, and describing alternate methods or approaches to the specific project and recommending those methods or approaches best suited to the needs and budget of the City with a Statement of Probable Cost.

**(2) Design Phase:**

**a.** In accordance with usual and customary professional standards, the Contractor shall prepare Design Documents for the City's approval with a statement of probable cost. All Design Documents shall comply with the City's requirements, budget restrictions of the

specific project, and City selected design and construction formats. The approved project work plan shall provide a competent solution for the problems a specific project may present.

**b.** At a minimum, the Design Documents shall include complete Drawings and Specifications setting forth the requirements for the completion of the project in adequate, reasonable, reliable, and final detail and all other documents necessary to provide a thorough and competent solution for the specific project in accordance with usual and customary professional standards; include a proposed project time schedule; set forth in detail the requirements for the completion of the entire project; include complete information as necessary to bid the project; and contain complete bidding documents meeting all City requirements.

**c.** The Contractor shall provide the City with a Final Statement of Construction Cost based upon the Design Documents. The Contractor shall calculate these costs to a uniform and detailed level based on Drawings and the Specifications for the project, reflecting the probable project cost and taking into account the building trades and construction components utilized in the project design.

**d.** Upon receiving an NTP, the Contractor shall file all documents necessary and required for the approval of the project design by governmental authorities having jurisdiction over the project. The City at its sole discretion may seek waivers of permit fees or other government imposed fees. If waivers are not obtained, the Contractor shall be responsible for payment of these fees.

**e.** The City's acceptance of the Design Documents and Final Statement of Construction Cost shall not relieve the Contractor of any responsibility for design deficiencies, omissions, or errors.

**f.** Contractor or responsible subcontractor, if any, shall execute and seal, if necessary, all final work products. The Contractor shall be ultimately responsible for all design provided by the Contractor or its subcontractors under the Agreement.

**g.** The Contractor shall make available all design data forming the basis for Drawings and Specifications for the City to review.

**h.** The Contractor shall provide to the CEO/Executive Director a list of long lead items including agency approvals and the issuance of permits.

**(3) Administrative Phase:** The Administration Phase shall commence when the City executes an NTP to the Contractor. The approved project schedule shall set and govern

the schedule for Contractor's services included in this phase. The City may alter the approved project schedule due to change orders or approved time extensions, or may alter the approved project schedule until it receives the Project Documents, including Contract Documents, original Drawings, Specifications, laboratory test reports, surveying notes, design calculations, and other pertinent information.

**4. COMPENSATION AND PAYMENT:**

**A. Fee.** As full compensation for Services and reimbursable expenses incurred, the City will pay Contractor the lesser of the maximum fee to be set forth in the corresponding NTP or an amount based on Contractor's periodic invoices. Amounts billed for Services rendered and expenses incurred may not exceed the hourly rates and unit costs provided in **Exhibit B**.

**B. Reimbursable Expenses.** The reimbursable expenses identified in **Exhibit B** are the only expenses permitted for reimbursement under the Agreement, and subject to subparagraph 4.A, will be reimbursed at the rates set forth in **Exhibit B**. Contractor shall include the anticipated cost of reimbursable expenses in its proposed statement of services. No other reimbursable expenses are permitted under the Agreement, and Contractor is responsible for any other expense it incurs as its cost of doing business.

**C. Invoicing.** Contractor shall submit invoices for the preceding month's work, or in a timely fashion appropriate to the project scope and schedule as approved by the City, specifying the work performed, time period covered thereby, and any additional information the City requires. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under the Agreement.

**D. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of this Agreement, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$2,250,000.00)** (the "Maximum Contract Amount").

**(2)** The obligations of the City under this Agreement shall extend only to monies appropriated for the purpose of this Agreement by the City Council, paid into the City Treasury, and encumbered for the purposes of this Agreement. Contractor acknowledges that (i) City does not by this Agreement irrevocably pledge present cash reserves for payments in future

fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(3) Payment under this Agreement for work performed for DIA shall be paid from the City and County of Denver Airport Revenue Fund and from no other fund or source. The City is not under any obligation to make any future encumbrances or appropriations for this contract nor is the City under any obligation to amend this Agreement to increase the Maximum Contract Amount above.

5. **TERM:** The Term of this Agreement shall commence **December 1, 2021**, and shall expire on **November 30, 2026**, unless sooner terminated as provided in this agreement. Should for any reason the Term expire prior to the completion by Contractor of a task, then in the City's sole discretion this Agreement shall remain in full force and effect to permit completion of any work that was commenced prior to the date that otherwise would have been the termination date.

6. **PERSONNEL ASSIGNMENTS:**

A. The Parties acknowledge that the Contractor's represented professional qualifications are a consideration in the City's decision to enter into this Agreement. The Contractor shall utilize the key professional personnel identified in its proposal, including those of subcontractors, if any. A copy of the list of key personnel is attached as **Exhibit C**. The parties intend that all key professional personnel be engaged to perform their specialty for all the services required by the Agreement and that the Contractor and subcontractor's key professional personnel be retained for the life of the Agreement to the extent practicable and to the extent that these services maximize the quality of work performed under the Agreement.

B. Within thirty days of executing the Agreement, the Contractor shall submit to the City a list of any additional key professional personnel, if any, to perform work under the Agreement, including complete resumes and other information describing their ability to perform the tasks assigned under the Agreement. Use of additional personnel is subject to the City's prior approval, which approval shall not be unreasonably withheld.

C. If the Contractor decides to replace any of its key professional personnel performing, or anticipated to perform, work pursuant to this Agreement, it shall notify the City in writing of the changes it desires to make. No replacement shall be made until it is approved in writing by the City, which approval will not be unreasonably withheld. The City will respond to the Contractor's written notice regarding replacement of key professional personnel within fifteen

days after the City receives the list of key professional personnel that the Contractor desires to replace. If the City does not respond within that time, the listed personnel shall be deemed to be approved.

**D.** If the City determines that the performance of approved key personnel is not acceptable, it shall notify the Contractor and may give the Contractor notice of the period of time that the City considers reasonable to correct this performance. If the City notifies the Contractor that certain of its key personnel should be reassigned, the Contractor will use its best efforts to obtain adequate substitute personnel within ten days from the date of the City's notice.

**7. EXAMINATION OF RECORDS:**

**A.** In connection with any consulting services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Improvement Act of 1982, as amended, the City and County of Denver, the Federal Aviation Administration, the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Contractor further agrees that such records will contain information concerning the hours and specific tasks performed along with the applicable federal project number.

**B.** 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.

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

**9. ASSIGNMENT:** Contractor shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the City. Any attempt by Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the City, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the City.

**10. SUBCONTRACTORS:**

**A.** The Contractor may retain and contract with subcontractors subject to the terms of the Agreement, including the requirement that no final agreement with any subcontractor be entered into without the City's prior written consent. Requests for this approval must be made in writing and include a description of the nature and extent of the services to be provided by the subcontractor, the name, address, the professional experience and qualifications of the subcontractor and any other information that the City requests. Approval of the subcontractor shall not relieve the Contractor of any obligations under the Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of the agreement.

**B.** Because Contractor's represented professional qualifications are a consideration to the City in entering into this Agreement, the CEO/Executive Director shall have the right to reject any proposed outside subcontractor for this work deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the CEO/Executive Director shall have the right to limit the number of outside subcontractors or subcontractors or to limit the percentage of work to be performed by them, all in his sole and absolute discretion. The CEO/Executive Director shall exercise reasonableness in making such decisions regarding subcontractors.

**C.** Contractor is subject to D.R.M.C. Section 20-112 wherein Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late

payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

**11. 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.

**12. 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 and shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

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

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

Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

**I. Professional Liability (Errors & Omissions).** Contractor shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. 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. 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.

**13. DEFENSE AND INDEMNIFICATION:**

**A.** Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees 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.

**14. TAXES, CHARGES AND PENALTIES:**

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

**B.** At its sole cost and expense, Contractor shall pay all fines, penalties, fees, charges, and costs resulting from or arising out of management or disposal or both of materials and wastes not compliant with applicable legal and other requirements.

**15. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of the City and County of Denver.

**16. DIVISION OF SMALL BUSINESS OPPORTUNITY:** This Agreement is subject to Article V of Chapter 28 of the Denver Revised Municipal Code (“D.R.M.C.”), §§ 28-117 through 28-199 (referred as the “Goods and Services Ordinance”) and any Rules or Regulations promulgated pursuant thereto. This Agreement has been assigned a 0% goal. Although assigned a 0% goal, Contractor is obligated to meet reporting and document disclosure requirements under the MWBE Ordinance, Rules and Regulations, and as directed by DSBO. If Contractor identifies MWBE firms to perform the Agreement work as a subcontractor, and retains the MWBE firm, then the added participation must be reported to DSBO. The requirements of the MWBE Ordinance regarding goal compliance, payment, termination and reporting shall apply if participation is added.

**17. PREVAILING WAGE:**

**A.** Contractor’s employees and those of its subconsultants and 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 subconsultants or subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).

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

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

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

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

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

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

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

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

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

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

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

**18. PERFORMANCE AND PAYMENT BOND:** Contractor shall provide a payment and performance bond or, in the alternative, an irrevocable letter of credit from a local financial institution, in the amount of \$50,000.00. If a payment and performance bond is furnished, it must be executed by the owner, a general partner or, if a corporation, the secretary's signature and the seal of the corporation must be affixed. Contractor's payment and performance bond is attached hereto as **Exhibit F**.

**19. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS:**

**A.** Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If Contractor prepares any documents which specify any material, equipment, process or procedure which is protected, Contractor shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

**B.** Contractor further agrees to release, indemnify and save harmless the City, its

officers, agents and employees, pursuant to Paragraph 12, "Indemnification," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

**20. OWNERSHIP OF WORK PRODUCT:** All plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. Contractor shall not be liable for any damage which may result from any use of such documents for purposes other than those described in this Agreement.

**21. ADVERTISING AND PUBLIC DISCLOSURES:** Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO/Executive Director. Any oral presentation or written materials related to DIA shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO/Executive Director shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Contractor's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO/Executive Director, any member or members of City Council, and the Auditor.

**22. CITY'S CONFIDENTIAL INFORMATION:** Contractor acknowledges and accepts that, in performance of all work under the terms of the 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 the 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 material or information that is designated or marked "Proprietary" or "Confidential" or that

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. Proprietary Data may be in hardcopy, printed, digital or electronic format.

**23. COLORADO OPEN RECORDS ACT:** Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1–205.5, and Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

**24. SENSITIVE SECURITY INFORMATION:** Contractor acknowledges that, in the course of performing its work under this Agreement, that it may be given access to Sensitive Security Information (“SSI”), as that material is described in federal regulations, 49 C.F.R. part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations and DIA Standard Policy and Procedure 6003. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the DIA Project Manager or his or her designated representative.

**25. AIRPORT SECURITY:**

**A.** It is a material requirement of this Agreement that when performing work at DIA under this Agreement the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by Contractor or any of its employees or subcontractors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

**B.** Upon execution of this Agreement, Contractor shall promptly meet with the

Airport's Assistant Security Manager to establish badging requirements for Contractor's operations under this Agreement. Contractor shall obtain the proper access authorizations for all of its employees and subcontractors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of Contractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

**C.** The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Agreement, Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to Contractor's operations at the Airport.

**D.** Contractor shall return to the City at the expiration or termination of this Agreement, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If Contractor fails to do so, Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to Contractor under this Agreement

**26. TERMINATION:**

**A.** The City has the right to terminate this Agreement without cause on twenty (20) days prior written notice to Contractor, and with cause on ten (10) days prior written notice to Contractor. In the event of termination by the City for cause, Contractor shall be allowed five days to commence remedying its defective performance, and in the event Contractor diligently cures its defective performance to the City's satisfaction, within a reasonable time as determined solely by the City, then this Agreement shall not terminate. However, nothing herein shall be construed as giving Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the City.

**B.** If Contractor is discharged before all the services contemplated hereunder have been completed, or if Contractor's services are for any reason terminated, stopped or discontinued because of the inability of Contractor to provide service under this Agreement, Contractor shall be

paid only for those services satisfactorily performed prior to the time of termination.

C. Upon termination of this Agreement by the City, Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City Contractor shall be entitled to reimbursement for the reasonable cost of the work to the date of termination, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

**27. NOTICES:** Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

For DIA, by Contractor to:

CEO of Aviation  
Denver International Airport  
8500 Peña Boulevard, 9th Floor  
Denver, Colorado 80249-6340

For other City agencies, by Contractor to:

Executive Director, Department of Public Health & Environment or Designee  
101 West Colfax Avenue, Suite 800  
Denver, CO 80202

With a Copy to:

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

Said notices shall either be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. mail. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

**28. RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the

City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

**29. NO THIRD-PARTY BENEFICIARIES:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and Contractor that any person other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**30. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto 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 the City's barring Contractor from City facilities or participating in City operations.

**31. GOVERNING LAW; BOND ORDINANCES; VENUE:**

**A.** 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.

**B.** This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

**C.** Venue for any action arising hereunder shall be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**32. FEDERAL PROVISIONS:** This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of

federal funds for the extension, expansion or development of the Denver Municipal Airport System. The provisions of the attached Appendix No. 1 are incorporated herein by reference.

**33. CONFLICT OF INTEREST:** Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interest of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given Contractor written notice which describes such conflict. Contractor shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

**34. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS 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 a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

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

(3) It will 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 a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this 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 this Agreement knowingly employs or contracts with a worker without authorization, 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 worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a 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.

C. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any 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 the Contractor from submitting bids or proposals for future contracts with the City.

**32. 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 the Agreement.

**33. 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.

**34. 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.

**35. ELECTRONIC SIGNATURES:** 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.

**List of Exhibits**

**Exhibit A** - Scope of Work.

**Exhibit B** - Rates.

**Exhibit C** - List of Key Personnel.

**Exhibit D** - Certificate of Insurance.

**Exhibit E** - Prevailing Wage Schedule.

**Exhibit F** – Performance and Payment Bond.

**Appendix No. 1:** Standard Federal Assurances.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** ENVHL-202160481-00  
**Contractor Name:** E.T. TECHNOLOGIES, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

ENVHL-202160481-00  
E.T. TECHNOLOGIES, INC.

By: DocuSigned by:  
*Clellan Pearce*  
6677734BF700452... \_\_\_\_\_

Name: Clellan Pearce  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **TANK REPAIR, MAINTENANCE, & REPLACEMENT**

##### **Tasks Overview**

Below is a list of projects that may be performed under the resulting contract:

- A. Tank system inspection and testing (including confined space entry and use of specialized technology used to test tank systems);
- B. Tank system parts replacement and repairs to any item or piece of equipment attached to a tank (including, but not limited to piping, dispensers, pumps, wiring, sensors, alarms, monitors, and gauges);
- C. Purchase and installation of new tanks and their system components, either aboveground or underground;
- D. Disposal of tanks and system components, waste petroleum and related products, and media contaminated by petroleum or related products due to discharges from tanks;
- E. Fuel testing, removal and disposal of fuel from storage tank due to contamination or otherwise not meeting fuel standard specification;
- F. Removal and disposal of water found inside fuel tanks;
- G. Temporary and permanent closure of existing tanks;
- H. Removal of existing tanks, including all associated tank site testing and assessment for soil/groundwater contamination.

##### **Specific Tasks**

Below is a list of specific tasks that may be performed while engaging a project listed above:

- I. Perform comprehensive visual inspection of ASTs per Steel Tank Institute and other applicable industry standards using International Code Council (ICC) or equivalent certified staff.
- J. Perform confined space entry of vaults or tanks to make repairs, perform maintenance, facilitate visual inspection, or to conduct non-destructive material testing.
- K. Install and repair cathodic protection systems for buried tanks, piping and related tank site infrastructure.
- L. Prepare detailed reports of findings of comprehensive testing and inspection with recommendations.
- M. Service pumps and dispensers, perform precision line tightness tests, test automatic leak detectors, cathodic protection systems, perform hydrostatic tank and sump tests, and perform vapor trace investigations according to industry standards and recommended practices.
- N. Purchase, install, replace, re-program, calibrate, modify, inspect and test electronic and mechanical automatic tank gauges, probes, sensors, alarms, and overfill prevention devices, remote and satellite alarms and read-outs.
- O. Service proprietary electrical and electronic systems installations for new systems, and trouble-shoot and repair systems specific to storage tank operation, including the equipment brands Veeder-Root, Omntec, Incon, Onan-Cummins, and Pneumercator.
- P. Diagnose, document, and resolve automatic tank gauge systems malfunctions.
- Q. Replace tank gauge liquid level probes and related cabling.

- R. Perform manual tank gauging and inventory reconciliation.
- S. Purchase and install containment-type ASTs and related protective and operations infrastructure outdoors for dispensing of fuel to equipment.
- T. Purchase and install containment-type ASTs for indoor storage of Class II and Class III petroleum products and related chemicals (such as used oil, hydraulic fluid and antifreeze) with related pumping, piping, and operations infrastructure.
- U. Renovate AST systems to meet or exceed standards of protection required by local codes and state regulations, including installation of electronic monitoring and alarm equipment and overfill prevention devices.
- V. Perform formal comprehensive, periodic AST inspections.
- W. Temporarily close ASTs (including emptying, inerting and blank flanging) and stabilize tank vaults for long-term hiatuses in maintenance.
- X. Permanently close and remove ASTs, related tank infrastructure, including disposal and recycling of discarded tanks and other materials.
- Y. Stabilize or remove tank vaults, pads and related tank infrastructure, including disposal of concrete and petroleum-contaminated media.
- Z. Fill excavations and pits, re-grade and pave closed tank sites to restore safe facility use and access.
- AA. Sample, assess, and report on impacts to soil and groundwater at tank sites to comply with closure rules in [7 CCR 1101-14 sections 2-5 and 3-4](#).
- BB. Closely coordinate all tank site testing and initial site investigation actions with state and local agencies.
- CC. Sample, assess, initiate clean-up, and report on suspected or known leaking storage tanksites to comply with 7 CCR 1101-14 article 4.
- DD. Renovate existing AST installations to meet or exceed spill prevention, control and countermeasure requirements of [40 CFR 112](#).
- EE. Remove, relocate, and reinstall existing ASTs for purposes of re-use, testing, inspection, reinforcement of bottoms and footings, or installation of structural BMPs for spill control and containment.
- FF. Install structural BMPs (ramps, dikes, interceptors) for control and containment of spills from portable tanks, oil-filled operational equipment and mobile refuelers at permanent facilities to comply with 40 CFR 112.
- GG. Generate and have professionally certified *Spill Prevention Control and Countermeasure* plans to comply with 40 CFR 112.
- HH. Inspect, research, and provide background information on active tanks and related equipment, such as manufacturer's specifications, dimensions, orientations, levels, capacities, and listings.
- AA. Placard tanks and post signs and labels at tank sites with required and recommended instructions and warning language.
- BB. Install or repair ground level equipment and infrastructure for UST site and fuel dispenser safety, security, fire and spill prevention, such as bollards, fire extinguishers, and spill response materials.
- CC. Remove water and other contaminants from fuel tanks, including contaminated off-specification fuel.
- DD. Test fuels for contamination and key characteristics incident to tank system repairs or upgrades.

- EE. Empty and clean tanks; pump, transfer, and transport petroleum products incident to storage tank repair or closure or preparation for reuse.
- FF. Replace critical tank system components for compatibility with products such as E85 and other biofuels.
- GG. Re-grade and re-pave storage tank site caps and aprons to protect tanks from deterioration due to stormwater infiltration, corrosion, vehicle weights, and collisions.
- HH. Repair and replace UST ports, risers, spill basins, sumps and ground level access ways.
- II. Purchase, install, repair, and replace pumps including submerged turbine pumps, rotary suction pumps, diaphragm pumps, pump power controllers and electrical hook-ups and switchgear.
- JJ. Purchase, install, repair and replace fuel dispenser cabinets, meters, blenders, sumps, valves and connected piping, hoses, nozzles, and electrical hook-ups.
- KK. Temporarily close USTs, including emptying, inerting and blank- flanging.
- LL. Permanently close USTs including excavation, over-excavation, soil hauling and disposal, tank and related equipment hauling and recycling or disposal.
- MM. Compile information and submit applications and reports to state authorities, per regulatorily required formats on tank installation, closure, change-in-service, or removal.
- NN. Apply for and secure all needed permits from local and state authorities to install, modify, or remove petroleum storage tanks and related infrastructure.
- OO. Make all needed and required notifications and affirmations to state and federal regulatory agencies regarding tank site actions and conditions.
- PP. Plan, engineer, and direct construction of new storage tank installations.
- QQ. Prepare sites for the installation of USTs, including excavation, and supplying specification backfill material.
- RR. Purchase and install USTs, and hardware required for installation and use (deadmen, strapping, sumps, risers).
- SS. Purchase, install, replace and repair all UST system-related hardware, including spill buckets, overflow protection devices, valves, vents, and sumps.
- TT. Install all wiring and circuitry required to power tank system equipment and enable tank gauge, sensor, detector, and controller communications.
- UU. Install all piping, valves, connectors, vents and other conveyances for petroleum products and their vapors, including double-walled rigid fiberglass piping and sumps.
- VV. Purchase and install dispensers, dispenser sumps, hardscape and barriers associated with dispenser installation.

**Exclusions from Work:**

This contract shall not be used for:

- II. Constructing new buildings;
- JJ. Renovating existing buildings or grounds for purposes other than tank use and operation;
- KK. Remediating brownfields and sites with broad environmental contamination;
- LL. Long-term leaking underground storage tank (LUST) site remediation;
- MM. Investigating and remediating contamination on private property;
- NN. Abating “sick buildings”;

OO. Abating and managing asbestos, lead-based paint, or mold;

PP. Conducting Phase I and II environmental site assessments;

QQ. Managing and disposing of hazardous materials, except petroleum products, chemical wastes removed from tanks, and contaminated media encountered in the installation or removal of tanks.

## Exhibit B Rates

	<b><u>A. In-House Labor Rates:</u></b>	\$ per Hour	\$ Above P/W or L/W
1 A	Executive	<b>110.00</b>	
2 A	Project Manager, Chief Engineer, Geologist	<b>100.00</b>	
3 A	Project Manager, Chief Engineer, Geologist– UR	<b>100.00</b>	
4 A	Project Manager, Chief Engineer, Geologist– ER	<b>120.00</b>	
5 A	Site Foreman, Certified Tank Installer, Master Tradesperson (Supervisor)	<b>92.87</b>	
6 A	Site Foreman, Certified Tank Installer, Master Tradesperson– UR (Supervisor)	<b>97.87</b>	
7 A	Site Foreman, Certified Tank Installer, Master Tradesperson– ER (Supervisor)	<b>107.87</b>	
8 A	*Technician, Journeyman Tradesperson	<b>92.87</b>	
9 A	*Technician, Journeyman Tradesperson – UR	<b>97.87</b>	
10 A	*Technician, Journeyman Tradesperson – ER	<b>107.87</b>	
	<b>* Technician for this project would be ET's Veeder Root certified and other. Technical certified workers for which there are really no existing prevailing wages listed.</b>		
11 A	Equipment Operator, Truck Driver		<b>38.00</b>
12 A	Equipment Operator, Truck Driver – UR		<b>45.00</b>
13 A	Equipment Operator, Truck Driver – ER		<b>55.00</b>
14 A	Laborer		<b>45.00</b>
15 A	Laborer – UR		<b>50.00</b>
16 A	Laborer – ER		<b>55.00</b>
17 A	Clerical Support		<b>30.00</b>
18 A	After Hours Site Security Attendant		<b>38.00</b>
19 A	Emergency Response, per event (flat fee for rapid mobilization in addition to existing labor rates)	<b>Flat Fee: \$ 100.00</b>	

P/W= Prevailing Wage, see: <https://www.denverauditor.org/denverlabor/prevailingwage/>

L/W= Living Wage, see: <https://www.denverauditor.org/denverlabor/>

UR= Urgent Response: mobilization and on-scene service weekdays 6 PM to 11 PM

ER= Emergency Response: mobilization and on-scene service weekdays 11 PM to 6 AM, weekends and national holiday

	<b>B. Special Equipment Rental Rate</b> (includes Highway trailer, if applicable)	<b>\$ Per Hour</b>	<b>or</b>	<b>Mark-up %</b>
1B	Trencher	<b>70.00</b>		<b>15%</b>
2B	Industrial Vacuum (e.g., VACTOR)	<b>180.00</b>		<b>15%</b>
3B	Compactor, self-propelled	<b>80.00</b>		<b>15%</b>
4B	Trailer-mounted Air Compressor	<b>35.00</b>		<b>15%</b>
5B	Trailer-mounted Vacuum	<b>50.00</b>		<b>15%</b>
6B	Trailer-mounted Generator Set	<b>50.00</b>		<b>15%</b>
7B	Fork-Lift with attachments	<b>58.00</b>		<b>15%</b>
8B	Heavy Duty Fork-lift	<b>62.00</b>		<b>15%</b>
9B	Bobcat or Skid-Steer	<b>32.00</b>		<b>15%</b>
10B	Mini or Small Excavator	<b>53.00</b>		<b>15%</b>
11B	Standard Size Excavator	<b>75.00</b>		<b>15%</b>
12B	Standard Size Loader / Backhoe, or Bulldozer	<b>75.00</b>		<b>15%</b>
13B	Crane or Boom Truck (under 50 tons)	<b>265.00</b>		<b>15%</b>
14B	Field-ready analytical instruments, meters and detection equipment, and environmental sampling devices.	<b>25.00</b>		<b>15%</b>
15B	Confined-space entry and extrication equipment, SCBA, and level A and B garments	<b>29.00</b>		<b>15%</b>
16B	All other equipment (manually carted equipment, and heavy-duty power tools, e.g., lawn mower, cut-off saw, etc.; <u>“hand-tools”</u> excluded)	<b>20.00</b>		<b>15%</b>

	<b>C. Local Transportation Rates (Equipment Only):</b> (in Metro-Denver and to area landfills; non-subcontracted; in addition to rental charges)	<b>\$ Per Hour</b>
1C	Service Truck- Pick-up (up to 1 ton)	<b>15.00</b>
2C	Service Truck –Cube or Flat Bed/Stake Bed	<b>25.00</b>
3C	Semi-Tractor Trailer	<b>110.00</b>
4C	Tandem Dump Truck	<b>90.00</b>
5C	Service Truck, Tractor Trailer, or Dump Truck for local transportation <u>surcharge</u> for loads over 1 ton (in one-ton increments)	<b>\$ Per Mile Per extra ton 0.15</b>
6C	Mobilization and demobilization (including cleaning) for Heavy Equipment (tractor trailer, dump truck, and tracked equipment, e.g., excavator, etc.; <u>service truck excluded</u> ).	<b>Flat Fee 1000.00</b>

	<b>D. Administrative Charges for Sub-Contract Services</b>	<b>Mark-up %</b>
1D	Commercial transport.	15%
2D	Petroleum product disposal / energy recovery.	15%
3D	Contaminated water treatment and disposal.	15%
4D	Contaminated soil treatment and disposal.	15%
5D	Tanker truck for bulk liquids containment and transport.	15%
6D	All other equipment rental (portable tanks, barricades, dumpsters, steel plate, fencing, etc.).	15%
7D	Tank system testing and inspection.	15%
8D	Trades and special services (electrical, other non-monitoring electronic repairs, underground piping installation, cathodic protection, paving, fencing, utility location, diamond sawing, excavation, etc.).	15%
9D	Engineering or Geotechnical Consulting, Drilling, and Site Investigation.	15%

	<b>E. Procurement Charges</b>	<b>Mark-up %</b>
1E	Purchase of tanks (AST and UST), piping, and appurtenances.	15%
2E	Purchase of petroleum pumps, meters, and dispensers.	15%
3E	Purchase of gauges, probes, sensors and leak detection equipment and software.	15%
4E	Purchase of all other durable manufactured items and materials (including concrete, aggregate, pipe, asphalt, lighting, fencing, shelters, manways, etc.).	15%

	<b>F. Sample Pricing for Tank Related Hardware</b>	<b>Pricing as Specified</b>
1F	Tuthill Fill-Rite 115VAC fuel transfer pump: FR701V with 807C Gallon Mechanical Meter; <b>TOTAL Cost for 6</b>	<b>\$ 7,445.00</b>
2F	Wayne Select EC model Twin I 3/G742D/2GJK remote dispenser w/pulse output, Bio-diesel compatible, plus painted 'galvanealed' steel doors, two hose masts, 10' hoses and hi-volume (1") automatic shut-off nozzles, no vapor recovery; <b>TOTAL Cost for 2</b>	<b>\$ 19,469.50</b>
3F	Red Jacket Turbine pump 3/4hp, part number 410140, 3-phase, for 112-inch diameter UST, and Gilbarco/Veeder-Root PLLD; <b>TOTAL Cost for 3</b>	<b>\$ 10,902.00</b>
4F	Xerxes 1000-gallon DWFRP UST, dry interstice, w/ one STP manway, plus four 4-inch diameter risers, <b>TOTAL Cost for 1</b>	<b>\$ 19,254.06</b>
5F	Convault 200/300 spilt compartment (500 gallon) UL2085 protected aboveground tank; <b>TOTAL Cost for 2</b>	<b>\$ 36,484.90</b>

6F	Veeder-Root TLS 350 ATG, configured for two USTs (two inventory probes, six sensors, plus PLLD), and fax/modem communications; <b>TOTAL Cost for 2</b>	<b>\$ 30,225.24</b>
7F	Veeder-Root TCP/IP communications board for newest TLS350 console; <b>TOTAL Cost for 9</b>	<b>\$ 12,161.25</b>
8F	OPW model 1SC-2115-DEV R Sealable Cover Spill Container, 15-gallon; <b>TOTAL Cost for 5</b>	<b>\$ 15,435.24</b>
9F	Scully Golden Gallon Gauge w/Kevlar string for 36" internal tank height AST on 6" riser; <b>TOTAL Cost for 14</b>	<b>\$ 5,753.65</b>

Note: pass-through of charges / no mark-up of cost for specific services or materials is at the discretion of the successful bidder on any individual approved projects.

Please identify any specific sub-contracted services or procurements that you agree to 'pass-through' to the City without surcharge. Write on lines 1 through 4 below.

However, in all cases charges to the city must be at cost for:

a) governmental application, permit, and registration fees; and,

b) analytical laboratory services and provision of laboratory data and laboratory reports.

(Vendor may charge for sample collection, sample preparation, sample delivery, professional evaluation and interpretation of results, but vendor may not mark-up professional analytical laboratory costs, or charge for normal delivery of results. A copy of the lab charges must accompany an invoice.)

	<b><u>G. Direct Pass-through</u></b>	<b>No Mark-Up</b>
1G	<b>Cost Estimates &amp; Proposals</b>	<b>No Mark Up</b>
2G		
3G		
4G		

**Exhibit C**  
List of Key Personnel

Clellan Pearce	President, Project Director
Cynthia L. Cason	Geologist, Project Manager
Matthew Bulger	CHMM, Project Manager
John Smith	Project Supervisor, COUST-028
Jim Coplen	Project Supervisor, COUST-027
Dan Smith	Project Supervisor



# EXHIBIT D CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2021

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> G.M. Peters Agency 11 N Water Street Liberty MO 64068-1747	<b>CONTACT NAME:</b> Trevor J. Baldwin <b>PHONE (A/C, No, Ext):</b> 816-883-4172 <b>FAX (A/C, No):</b> 816-781-8050 <b>E-MAIL ADDRESS:</b> trevorb@gmpeters.com														
<b>INSURED</b> E. T. Technologies, Inc. 3401 Mallory Lane, Suite 100 Franklin TN 37067-8369	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> The Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td><b>INSURER B:</b> The Cincinnati Indemnity Company</td> <td style="text-align: center;">23280</td> </tr> <tr> <td><b>INSURER C:</b> CAPITOL SPECIALTY INS CORP</td> <td style="text-align: center;">10328</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> The Cincinnati Insurance Company	10677	<b>INSURER B:</b> The Cincinnati Indemnity Company	23280	<b>INSURER C:</b> CAPITOL SPECIALTY INS CORP	10328	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> The Cincinnati Insurance Company	10677														
<b>INSURER B:</b> The Cincinnati Indemnity Company	23280														
<b>INSURER C:</b> CAPITOL SPECIALTY INS CORP	10328														
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

License#: 8008897  
ETTECHN-01**COVERAGES****CERTIFICATE NUMBER:** 587891770**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	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIA <input checked="" type="checkbox"/> PROFESSIONAL LIA GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	EV20200593-02	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							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
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0583604	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							COMP/COLLISION DED.	\$ 1,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	EX20200594-02	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0583602	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	CONTRACTORS EQUIPMENT RIGGERS LEGAL LIA. INCLUDED DEDUCTIBLE: \$1,000			ENP 0583604	7/1/2021	7/1/2022	SCHEDULED EQUIPMENT LEASED/RENTED LIMIT	2,539,000
							INSTALLATION FLOATER	850,000 200,000

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

RE: ENVHL-202160481 AS REQUIRED BY WRITTEN CONTRACT, THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED

**CERTIFICATE HOLDER**

DENVER DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT  
 ATTN: NORMA ALARCON  
 ENVIRONMENTAL QUALITY  
 101 W COLFAX AVE, SUITE 800  
 DENVER CO 80202

**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

© 1988-2015 ACORD CORPORATION. All rights reserved.

# EXHIBIT D



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2021

**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> G.M. Peters Agency 11 N Water Street Liberty MO 64068-1747  License#: 8008897	<b>CONTACT NAME:</b> Trevor J. Baldwin <b>PHONE (A/C, No, Ext):</b> 816-883-4172 <b>E-MAIL ADDRESS:</b> trevorb@gmpeters.com		<b>FAX (A/C, No):</b> 816-781-8050													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C : CAPITOL SPECIALTY INS CORP</td> <td>10328</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>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Cincinnati Insurance Company	10677	INSURER B : The Cincinnati Indemnity Company	23280	INSURER C : CAPITOL SPECIALTY INS CORP	10328	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : The Cincinnati Insurance Company	10677															
INSURER B : The Cincinnati Indemnity Company	23280															
INSURER C : CAPITOL SPECIALTY INS CORP	10328															
INSURER D :																
INSURER E :																
INSURER F :																

**INSURED**  
 E. T. Technologies, Inc.  
 3401 Mallory Lane, Suite 100  
 Franklin TN 37067-8369  
 ETTECHN-01

**COVERAGES**      **CERTIFICATE NUMBER:** 1938330452      **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	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLLUTION LIA <input checked="" type="checkbox"/> PROFESSIONAL LIA GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	EV20200593-02	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ENP 0583604	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLLISION DED. \$ 1,000
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	EX20200594-02	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	EWC 0583602	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CONTRACTORS EQUIPMENT RIGGERS LEGAL LIA. INCLUDED DEDUCTIBLE: \$1,000			ENP 0583604	7/1/2021	7/1/2022	SCHEDULED EQUIPMENT 2,539,000 LEASED/RENTED LIMIT 850,000 INSTALLATION FLOATER 200,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Contract No. ENVHL-202160481 | As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are named as Additional Insured on a Primary and Non-Contributory Basis with respects to General Liability, Auto Liability, and Umbrella Liability, including on-going and completed operations. Waiver of Subrogation applies when required by written contract or agreement and where allowed by State Law.

<b>CERTIFICATE HOLDER</b>  City & County of Denver Department of Public Health and Environment ATTN: Norma Alarcon, Environmental Quality 101 W Colfax Avenue, Suite 800 Denver CO 80202	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## Exhibit E Prevailing Wage Schedule



**TO:** All Users of the City and County of Denver Prevailing Wage Schedules  
**FROM:** Ryland Feno, Classification & Compensation Technician II  
**DATE:** March 08, 2021  
**SUBJECT:** Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, March 05, 2021** 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. CO20210002  
Superseded General Decision No. CO20200002  
Modification No. 1  
Publication Date: 03/05/2021  
(6 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 \$13.00 to comply with the city's minimum wage. The effective date is August 15, 2019. 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](http://www.denvergov.org/humanresources)

"General Decision Number: CO20210002 03/05/2021

Superseded General Decision Number: CO20200002

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	03/05/2021

ASBE0028-001 07/01/2019

Rates Fringes

Asbestos Workers/Insulator  
(Includes application of  
all insulating materials,

protective coverings,  
 coatings and finishings to  
 all types of mechanical  
 systems).....\$ 32.98 14.73

BRCO0007-004 01/01/2019

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

	Rates	Fringes
BRICKLAYER.....	\$ 29.52	10.48

BRCO0007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

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

ELEC0012-004 06/01/2019

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN		
Electrical contract over		
\$1,000,000.....	\$ 27.50	12.50+3%
Electrical contract under		
\$1,000,000.....	\$ 24.85	12.50+3%

ELEC0068-001 06/01/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	16.97

ELEC0111-001 09/01/2020

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 22.04	24.25%+6.80
Line Equipment Operator.....	\$ 35.61	24.25%+6.80

Lineman and Welder.....	\$ 49.45	24.25%+6.80
-----		
ELEC0113-002 06/01/2020		
EL PASO COUNTY		
	Rates	Fringes
ELECTRICIAN.....	\$ 33.25	3%+15.75
-----		
ELEC0969-002 06/01/2019		
MESA COUNTY		
	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06
-----		
ENGI0009-001 05/01/2020		
	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 30.37	11.15
Blade: Rough.....	\$ 30.37	11.15
Bulldozer.....	\$ 30.37	11.15
Cranes: 50 tons and under..	\$ 30.20	11.15
Cranes: 51 to 90 tons.....	\$ 30.47	11.15
Cranes: 91 to 140 tons.....	\$ 31.55	11.15
Cranes: 141 tons and over...	\$ 33.67	11.15
Forklift.....	\$ 29.67	11.15
Mechanic.....	\$ 30.53	11.15
Oiler.....	\$ 29.29	11.15
Scraper: Single bowl under 40 cubic yards.....	\$ 30.20	11.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 30.37	11.15
Trackhoe.....	\$ 30.20	11.15
-----		
IRON0024-003 11/01/2020		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.00	12.01
Structural		
-----		
LABO0086-001 05/01/2009		
	Rates	Fringes

Laborers:

Pipelayer.....\$ 18.68 6.78

-----  
PLUM0003-005 06/01/2020

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

Rates Fringes

PLUMBER.....\$ 43.63 16.67

-----  
PLUM0058-002 07/01/2018

EL PASO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

-----  
PLUM0058-008 07/01/2018

PUEBLO COUNTY

Rates Fringes

Plumbers and Pipefitters.....\$ 32.75 14.85

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

MESA COUNTY

Rates Fringes

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

-----  
\* PLUM0208-004 01/01/2021

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

Rates Fringes

PIPEFITTER.....\$ 39.10 13.77

-----  
SHEE0009-002 07/01/2019

Rates Fringes

Sheet metal worker.....\$ 34.62 17.95

-----  
 TEAM0455-002 07/01/2020

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 22.66	4.42
Tandem/Semi and Water.....	\$ 23.29	4.42

-----  
 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, Revised: 08-21-2019)**

<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 (Common)		\$13.00	\$2.92
Laborer (Flagger)		\$13.00	\$3.80
Laborer (Landscape)		\$13.00	\$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: Ryland Feno, OHR Compensation and Classification

DATE: March 18, 2021

SUBJECT: Latest Update to Prevailing Wage Schedules

Please find an attachment to this memorandum of all the current Office of Human Resources Prevailing Wage Schedules issued in accordance with the City and County of Denver's Revised Municipal Code, Section 20-76(c). This schedule does not include the Davis-Bacon rates. The Davis-Bacon wage rates will continue to be published separately as they are announced.

Modification No. 157  
Publication Date: March 18, 2021  
(12 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. The employer and the individual apprentice must be registered in a program, which has received prior approval by the U.S. Department of Labor. 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.

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

**APPLIANCE MECHANIC****Effective Date:** 02-18-21

Last Revision: 05-16-19

\*OHR pulled the wages in February of 2021 and data has remained the same so there is no recommendation to change the base wage or fringes.

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Appliance Mechanic	\$23.21	\$7.22

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

The Appliance Mechanic installs, services and repairs stoves, refrigerators, dishwashing machines, exercise equipment and other electrical household or commercial appliances, using hand tools, test equipment and following wiring diagrams and manufacturer's specifications. Responsibilities include: connects appliance to power source and test meters, such as wattmeter, ammeter, or voltmeter, observes readings on meters and graphic recorders, examines appliance during operating cycle to detect excess vibration, overheating, fluid leaks and loose parts, and disassembles appliances and examines mechanical and electrical parts. Additional duties include: traces electrical circuits, following diagram and locates shorts and grounds, using ohmmeter, calibrates timers, thermostats and adjusts contact points, and cleans and washes parts, using wire brush, buffer, and solvent to remove carbon, grease and dust. Replaces worn or defective parts, such as switches, pumps, bearings, transmissions, belts, gears, blowers and defective wiring, repairs and adjusts appliance motors, reassembles appliance, adjusts pulleys and lubricates moving parts, using hand tools and lubricating equipment.

Note: This position does not perform installations done at new construction.

**BUILDING ENGINEER****Effective Date:** 09-17-20

Last Revision: 08-15-19

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Building Engineer	\$32.50	\$8.29

This classification of work is responsible for operating, monitoring, maintaining/repairing the facilities mechanical systems to ensure peak performance of the systems. This includes performing P.M. and repair work of the building mechanical systems, inspecting, adjusting, and monitoring the building automation and life safety systems, contacting vendors and place order replacement parts, responding to customer service requests and performing maintenance/repairs I tenant or public spaces, performing routine P.M. i.e. light plumbing and electrical repairs, ballast lamp and tube replacement, operating mechanical systems both on site and via a remote laptop computer, maintaining inventory of spare parts and tools, painting and cleaning mechanical equipment and machine rooms, etc.

**CONVEYANCE SYSTEM MAINTENANCE SERIES****Effective Date:** 11-19-20

Last Revision: 09-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Entry-Support Mechanic	\$22.65	\$7.15
Machinery Maintenance Mechanic	\$27.66	\$7.73
Controls System Technician	\$30.11	\$8.01

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification was previously listed as Baggage Handling System Maintenance. The title of the series has been changed to be inclusive of other types of similar work.

**Entry Support Mechanic**

The Entry Support Mechanic (ESM) applies basic mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Under supervision of a Machinery Maintenance Mechanic (MMM) or Control Systems Technician (CRO), the ESM performs cleaning, routine inspections, preventive, corrective and emergency maintenance based on an established maintenance program. The ESM clears jams and faults and may physically move items during failures.

**Machinery Maintenance Mechanic**

The Machinery Maintenance Mechanic (MMM) applies advanced mechanical knowledge to perform maintenance and operational tasks on a conveyance system. Performs cleaning of all parts of the system, routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance within the system based on an established maintenance program. The MMM shall inspect all equipment for proper operation and performance including but not limited to conveyors, lifts, diverters and automatic tag readers. The MMM troubleshoots, repairs, replaces, and rebuilds conveyor components including but not limited to; motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized tools. The MMM may assist the Control Systems Technician (CST) with clearing electrical faults and electrical repairs. The MMM reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The MMM clears jams and faults in the system and may physically move items during failures. The MMM will operate a Central Monitoring Facility/Control Room, these duties include; using multiple computer systems for monitoring the system and running reports, communicating faults in the system using a radio and telephone, and communicating with stakeholders. The MMM performs on-site training of ESM.

**Controls System Technician**

The Control Systems Technician (CST) applies advanced technical knowledge to perform maintenance and operational tasks on a conveyance system. Performs all duties assigned to an MMM in addition to the following routine inspections, preventive maintenance, corrective maintenance, and emergency maintenance of complex components within the system based on an established maintenance program. The CST is responsible for resolving difficult controls, electrical and mechanical problems. The CST troubleshoots, repairs, replaces, and rebuilds complex electro-mechanical systems and conveyor components including but not limited to; programmable logic controllers, input and output modules, electrical switches, variable frequency drives, 110V AC and 24V DC controls devices, automatic tag readers, electrical control panels, 110V - 480V AC components and motors, gearboxes, bearings, rollers, sheaves, hydraulic systems, conveyor belting, clutch brakes, tools, independent carrier systems, and other complex devices using basic hand tools, power tools, welders and specialized mechanical and electrical tools. The CST reads and interprets manufacturers' maintenance manuals, service bulletins, technical data, engineering data, and other specifications to determine feasibility and method of repairing or replacing malfunctioning or damaged components. The CST clears mechanical, electrical and controls faults, jams and may physically move items during failures. The CST performs on-site training and competency evaluations of MMM and ESM.

Note: Incumbents must possess an Electrician's license when work warrants.

**CUSTODIANS****Effective Date: 12-17-20**

Last Revision: 12-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Custodian I	\$16.43	\$6.18 (Single) \$8.02 (Children) \$7.74 (2-party) \$10.15 (Family)
Custodian II	\$16.78	\$6.24 (Single) \$8.08 (Children) \$7.80 (2-party) \$10.21 (Family)

**Benefits and Overtime**

Parking	With valid receipt from approved parking lot, employees are reimbursed the actual monthly cost of parking.
RTD Bus Pass	Employer will provide employees with the Bus Pass or pay (\$0.23) per hour for travel differential.
Shift Differential	2nd shift (2:30 p.m.-10:30 p.m.): \$.50/hour 3rd shift (10:31 p.m.-6:30 a.m.): \$1.00/hour
Overtime	Time worked in excess of seven and one-half (7 ½) hours in one (1) day or in excess of thirty-seven and one-half (37 ½) hours in one week shall constitute overtime and shall be paid for at the rate of time and one-half (1 ½) at the employee's basic straight time hourly rate of pay.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Note	The Career Service Board in their public hearing on March 15, 2007 approved to amend prevailing wages paid to the Custodian as follows: "All contractors shall provide fringe benefits or cash equivalent at not less than the single rate amount. Contractors who offer health insurance shall provide an employer contribution to such insurance of not less than the 2-party or family rate for any employee who elects 2-party or family coverage. Contractors who offer such coverage will be reimbursed for their employer contributions at the above rates under any City contract incorporating this wage specification."

**Custodian I**

Any employee performing general clean-up duties using equipment that does not require special training: i.e., dust mopping, damp mopping, vacuuming, emptying trash, spray cleaning, washing toilets, sinks, walls, cleaning chairs, etc.

**Custodian II**

Any employee performing specialized cleaning duties requiring technical training and the use of heavy and technical equipment, i.e., heavy machine operators, floor strippers and waxers, carpet shampooers, spray buffing, re-lamping, mopping behind machines, high ladder work, chemical stripping and finishing of stainless steel.

**DIA OIL & GAS****Effective Date:** 03-18-21

Last Revision: 04-16-20

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Derrick Hand/Roustabout	\$15.94	\$6.38
Electrician	\$26.44	\$7.59
Mechanic	\$26.55	\$7.60
Pipefitter	\$27.10	\$7.67
Rig/Drill Operator	\$23.80	\$7.29
Truck Driver	\$24.32	\$7.35

**Heavy Equipment Mechanic (Mechanic)**

The Heavy Equipment Mechanic analyzes malfunctions and repairs, rebuilds and maintains power equipment, such as cranes, power shovels, scrapers, paving machines, motor graders, trench-digging machines, conveyors, bulldozers, dredges, pumps, compressors and pneumatic tools. This worker operates and inspects machines or equipment to diagnose defects, dismantles and reassembles equipment, using hoists and hand tools, examines parts for damage or excessive wear, using micrometers and gauges, replaces defective engines and subassemblies, such as transmissions, and tests overhauled equipment to insure operating efficiency. The mechanic welds broken parts and structural members, may direct workers engaged in cleaning parts and assisting with assembly and disassembly of equipment, and may repair, adjust and maintain mining machinery, such as stripping and loading shovels, drilling and cutting machines, and continuous mining machines.

**Pipefitter**

The Pipefitter, Maintenance installs or repairs water, steam, gas or other types of pipe and pipefitting. Work involves most of the following: laying out work and measuring to locate position of pipe from drawings or other written specifications, cutting various sizes of pipe to correct lengths with chisel and hammer, oxyacetylene torch or pipe-cutting machines, threading pipe with stocks and dies. This person is responsible for bending pipe by hand-driven or power-driven machines, assembling pipe with couplings and fastening pipe to hangers, making standard shop computations relating to pressures, flow and size of pipe required; and making standard tests to determine whether finished pipes meet specifications. In general, the work of the Maintenance Pipefitter requires rounded training and experience usually acquired through a formal apprenticeship or equivalent training and experience.

**Well Driller (Rig/Drill Operator)**

This incumbent sets up and operates portable drilling rig (machine and related equipment) to drill wells, extends stabilizing jackscrews to support and level drilling rig, moves levers to control power-driven winch that raises and extends telescoping mast. This person bolts trusses and guy wires to raise mast and anchors them to machine frame and stakes, and assembles drilling tools, using hand tools or power tools. The Well Driller moves levers and pedals to raise tools into vertical drilling position and lowers well casing (pipe that shores up walls of well) into well bore, using winch, moves levers and pedals and turns hand wells to control reciprocating action of machine and to drive or extract well casing.

**Laborer (Derrick Hand/Roustabout)**

The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash.

**Truckdriver**

Straight truck, over 4 tons, usually 10 wheels. The Truckdriver drives a truck to transport materials, merchandise, equipment, or workers between various types of establishments such as: manufacturing plants, freight depots, warehouses, wholesale and retail establishments, or between retail establishments and customers' houses or places of business. This driver may also load or unload truck with or without helpers, make minor mechanical repairs, and keep truck in good working order.

**ELEVATOR MECHANIC**

Effective 1-18-2018, the Elevator Mechanic classification will utilize the base pay and fringe benefits for the Elevator Mechanic classification under the Davis Bacon [Building Wage Determination](#).

**FINISHER & JOURNEYMAN**

TILE, MARBLE AND TERRAZZO

**Effective Date:** 11-19-20

Last Revision: 06-20-19

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Finisher	\$23.20	\$8.46
Journeyman	\$29.15	\$8.46

Effective May 1, 2008, Local Union 7 of Colorado combined three classes of Finishers, Floor Grinders, and Base Grinders into Finisher using one pay schedule.

Tile Setter: Applies to workers who apply tile to floors, walls, ceilings, stair treads, promenade roof decks, garden walks, swimming pools and all places where tiles may be used to form a finished surface for practical use, sanitary finish or decorative purpose.

**FIRE EXTINGUISHER REPAIRER**

**Effective Date:** 07-16-20

Last Revision: 07-19-19

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Fire Extinguisher Repairer	\$20.72	\$6.93

The Fire Extinguisher Repairer performs the following duties: repairs and tests fire extinguishers in repair shops and in establishments, such as factories, homes, garages, and office buildings, using hand tools and hydrostatic test equipment, this repairer dismantles extinguisher and examines tubing, horns, head gaskets, cutter disks, and other parts for defects, and replaces worn or damaged parts. Using hand tools, this repairer cleans extinguishers and recharges them with materials, (such as soda water and sulfuric acid, carbon tetrachloride, nitrogen or patented solutions); tests extinguishers for conformity with legal specifications using hydrostatic test equipment and may install cabinets and brackets to hold extinguishers.

**FUEL HANDLER SERIES****Effective Date:** 12-17-20

Last Revision: 10-17-19

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Fuel Facility Maintenance Technician	\$21.50	\$7.02
Fuel Facility Operator	\$23.41	\$7.24
Fuel Facility Electrician	\$26.44	\$7.59
Fuel Distribution System Mechanic	\$30.74	\$8.09
Lead Fuel Distribution System Mechanic	\$32.14	\$8.25

Plus 10% shift differential for hours worked between 6:00 p.m. and 6:00 a.m.

**Fuel Facility Maintenance Technician**

Under the supervision of Maintenance Manager and or Lead Mechanic, maintain the fuel systems. Position does not limit, segregate, or classify that an employee would not be subject to perform those duties and responsibilities within a stated contract classification. To properly identify the requirements of those duties and responsibilities within a contract classification, it may be required to review these job descriptions which identify those essential functions.

**Fuel Facility Operator**

Receives, stores, transfers, and issues fuel. Performs various testing procedures and documentation on fuel samples. Gauges tanks for water, temperature and fuel levels. Performs temperature and gravity testing for correct weight of fuel. Checks pumping systems for correct operating pressure or unusual noises. Inspects fuel receiving, storage, and distribution facilities to detect leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Operates a 24-hour control center; operates various computer equipment to determine potential equipment failure, leak and cathodic protection systems, pump failure, and emergency fuel shutoff systems. Monitors quality of fuel and drains excess condensation from fuel sumps and underground fuel pits. Inspects fuel tank farm for such items as leaks, low pressure, and unauthorized personnel. Performs general housekeeping and grounds maintenance for terminal, pipeline and dock areas, including fuel pits and valve vault cleaning and pump out activities. May connect lines, grounding wires, and loading and off-loading arms of hoses to pipelines. May assist Fuel Distribution System Mechanics by preparing work areas. Maintains record of inspections, observations and test results.

**Fuel Facility Electrician**

Performs preventative, routine, and emergency maintenance repairs on a variety of mechanical, electrical, HVAC systems, pneumatic control systems, electronic systems, and generators.

**Fuel Distribution System Mechanic**

Maintains and repairs fuel storage and distribution systems, equipment and filtration systems, and differential pressure valves. Corrects leakage, corrosion, faulty fittings, and malfunction of mechanical units, meters, and gauges such as distribution lines, float gauges, piping valves, pumps, and roof sumps. Inspects electrical wiring, switches, and controls for safe-operating condition, grounding, and adjustment; may make minor repairs. Lubricates and repacks valves. Lubricates pumps, replaces gaskets, and corrects pumping equipment misalignment. May clean strainers and filters, service water separators, and check meters for correct delivery and calibration. Overhauls system components such as pressure regulating valves and excess valves. Disassembles, adjusts, aligns, and calibrates gauges and meters or replaces them. Removes and installs equipment such as filters and piping to modify system or repair and replace system component. Cleans fuel tanks and distribution lines. Removes corrosion and repaints surfaces. Overhauls vacuum and pressure vents, floating roof seals, hangers, and roof sumps. Some positions maintain fuel-servicing equipment such as hydrant and tanker trucks. Maintains record of inspections and repairs and other related paperwork as required.

**Lead Fuel Distribution System Mechanic**

Performs lead duties such as making and approving work assignments and conducting on-the-job training as well as performing the various tasks performed by the Mechanic classification.

**FURNITURE MOVERS**

Moving, Storage and Cartage Workers

**Effective Date:** 11-19-20

Last Revision: 10-17-19

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Laborer/Helper	\$17.36	\$6.54
Furniture Driver/Packer	\$18.44	\$6.67
Lead Furniture Mover	\$19.28	\$6.76

**GLYCOL FACILITY****Effective Date:** 07-16-20

Last Revision: 06-20-19

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
De-icing Facility Operator	\$27.77	\$7.74
Maintenance Mechanic	\$27.64	\$7.73
Glycol Plant Specialist	\$17.36	\$6.54

**De-icing Facility Operator**

The De-icing Facility Operator is responsible for the safe and efficient daily operation of all aircraft de-icing fluid equipment to include: mechanical vapor recompression (concentrators), distillation, polishing, distribution, and collection systems as well as daily routine chores to include: operating and controlling all facility machines and equipment associates with the aircraft deicing fluid system (ADS). Operate electrical motors, pumps and valves to regulate flow, add specific amounts of chemicals such as hydrochloric acid or sodium hydroxide to fluid(s) for adjustment as required, turn valves, change filters/activated carbon, and clean tanks as needed to optimize productivity. Monitor panel boards/HMI/PLC's, adjust control flow rates, repairs, and lubricate machinery and equipment using hand powered tools. Test fluids to determine quality controlling methods. Record data as necessary and maintain good housekeeping of the facility.

**Maintenance Mechanic**

The position of the Machinery Maintenance Mechanic will be primarily responsible for the routine maintenance and repairs of all facility equipment. Responsible for repairs to machinery and mechanical equipment, examine machines and mechanic equipment to diagnose source of trouble, dismantling or partly dismantling machines and performing repairs that mainly involve the use of hand tools in scraping and fitting parts, replacing broken or defective parts with items obtained from stock, ordering replacement parts, sending parts to a machine shop or equivalent for major repairs, preparing specific written specifications for repairs, SOP's for minor repairs, reassembly of machines and mechanical equipment, and making any necessary adjustments to all equipment for operational optimization.

**Glycol Plant Specialist/Material Handling Laborer**

The Material Handling Laborer is responsible for the safe and efficient daily documentation/recording of all ADF processors, distillation and polishing systems, as well as the distribution and collection system. Performing physical tasks to transport and/or store materials or fluids. Duties involve one or more of the following: manually loading or unloading trucks, tankers, tanks, totes, drums, pallets, unpacking, placing items on storage bins or proper locations. Utilizing hand carts, forklift, or wheelbarrow. Completing daily fluid inventory, to include tank measuring and completing fluid accountability records. Responsible for the overall facility housekeeping and general cleanliness. Escort vehicles and tankers in and out of the facility, change out filters as required on all systems, take samples and test for quality control and document the findings.

**PARKING ELECTRONICS TECHNICIAN****Effective Date: 09-17-20**

Last Revision: 10-17-19

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Parking Electronics Technician	\$26.54	\$7.60

Plus 10% shift differential for regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.

This classification of work installs, modifies, troubleshoots, repairs and maintains revenue control equipment at manned and unmanned parking entrance and exit gates. Replaces consumable items such as tickets, printer ribbons, and light bulbs. Replaces modules and related equipment as needed to repair existing equipment, modify applications, or resolve unusual problems. Troubleshoots, tests, diagnoses, calibrates, and performs field repairs. Performs preventive maintenance such as inspection, testing, cleaning, lubricating, adjusting and replacing of serviceable parts to prevent equipment failure for electromechanical control to minimize repair problems and meet manufacturers' specifications.

**PEST CONTROLLER****Effective Date: 07-16-20**

Last Revision: 07-19-19

\*OHR pulled the wages in July of 2020 and data has remained the same so there is no recommendation to change the base wage or fringes.

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Pest Controller	\$20.41	\$6.90

The Pest Controller sprays chemical solutions or toxic gases and sets mechanical traps to kill pests that infest buildings and surrounding areas, fumigates rooms and buildings using toxic gases, sprays chemical solutions or dusts powders in rooms and work areas, places poisonous paste or bait and mechanical traps where pests are present; may clean areas that harbor pests, using rakes, brooms, shovels, and mops preparatory to fumigating; and may be required to hold State license

**QUALITY CONTROL & ASSURANCE TECHNICIAN****Effective Date: 03-18-21**

Last Revision: 04-16-20

<b><u>Classification</u></b>	<b><u>Base Wage/Hour</u></b>	<b><u>Fringes/Hour</u></b>
Quality Control & Assurance Technician	\$25.35	\$7.47

The Quality Control & Assurance Technician provides support to Inland Technologies operations by independently performing standard analysis on samples related to the manufacture of spent de-icing fluid to a 99% recycled glycol product and waste water discharge. The Quality Control and Assurance Technician will continually look at ways to improve products and processes to exceed customer quality demands and decrease operational costs.

**SIGN ERECTOR****Effective Date: 01-21-21**

Last Revision: 03-15-18

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Sign Erector	\$21.09	\$6.31

This classification of work erects, assembles, and/or maintains signs, sign structures and/or billboards using various tools. Erects pre-assembled illuminated signs on buildings or other structures according to sketches, drawings, or blueprints. Digs and fills holes, places poles. Bolts, screws, or nails sign panels to sign post or frame. Replaces or repairs damaged or worn signs. May use welding equipment when installing sign. This classification is not a licensed electrician and therefore cannot make connections to power sources (i.e., provide exit lighting).

**TREE TRIMMERS****Effective Date: 09-17-20**

Last Revision: 09-19-19

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Tree Trimmer	\$21.30	\$7.00

This classification of work trims, removes, and applies insecticides to trees and shrubbery including trimming dead, diseased, or broken limbs from trees utilizing rope and saddle, chain, handsaw and other related equipment common to the care of trees and shrubs. Removes limbs, branches and other litter from the work area, observes safety rules, inspects and identifies tree diseases and insects of the area distinguishing beneficial insects and environmental stress, takes samples from diseased or insect infested trees for lab analysis, operates a wide variety of heavy and power equipment in trimming and removing trees and shrubbery i.e. mobile aerial tower unit, tandem trucks, loaders, chipper, etc., maintains all equipment.

**WINDOW CLEANER****Effective Date: 12-17-20**

Last Revision: 05-21-20

<u>Classification</u>	<u>Base Wage/Hour</u>	<u>Fringes/Hour</u>
Window Cleaner	\$26.74	\$9.53 (Employee) \$11.37 (Children) \$11.09 (2-party) \$13.50 (Family)

**Benefits/Overtime**

Parking	The Company shall reimburse the cost of parking (per month) to employees furnishing a monthly parking receipt from the approved parking lot. The Employer shall reimburse employees for parking expenses from other parking lots up to the amount reimbursed for DIA Employee Parking Lot upon the submission of a monthly parking receipt. Only (1) one receipt per month.
Shift Differential	Employees working on the night shift shall be awarded a shift differential of \$0.85 per hour worked.  Note: All wage increases become effective on the first day of the first full pay period following the above dates.
Overtime	One and one-half (1½) times the basic rate of pay in excess of 7.5 hours worked per day or 37.5 hours worked per week.
Lunch	Any employee working seven and a half (7.5) hours in a day is entitled to a thirty (30) minute paid lunch.
Lead Work	\$1.75 per hour above highest paid employee under supervision
High Work	\$1.85 per hour (21 feet or more from ground (base) to top of surface/structure being cleaned)
Training	\$0.25 per hour
ECOPASS	Company will provide an ECOPASS to all bargaining unit employees beginning January 1, 2009.

## EXHIBIT F

### CITY AND COUNTY OF DENVER DEPARTMENT OF PUBLIC HEALTH & ENVIRONMENT Environmental Quality Division

#### PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned E.T. Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of Colorado, hereafter referred to as the "Contractor", and Granite Re. Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and authorized to transact business in the State of Colorado, as Surety, are held and firmly bound unto the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", in the penal sum of **Fifty Thousand Dollars and No Cents (\$50,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents;

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden Contractor has entered into a written agreement with the City for providing services set forth in the agreement having **Contract ID No. ENVHL-202160481**, which includes furnishing all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete the services authorized by each notice to proceed issued pursuant to that Agreement (including changes to any notice to proceed – collectively notice to proceed and changes thereto are referred to as "NTP"), and has bound itself to complete the services within the time or times specified as designated, defined and described in the Agreement, or NTP, and in accordance with the terms of the Agreement, a copy of the Agreement being made a part hereof;

NOW, THEREFORE, if the Contractor shall and will, in all particulars well and truly and faithfully observe, perform and abide by the Agreement, including each NTP, according to the true intent and meaning in such case, then this obligation shall be and become null and void; otherwise, it shall remain in full force and effect;

PROVIDED FURTHER, that if the Contractor shall satisfy all claims and demands incurred by the Contractor in the performance of the Agreement, and shall fully indemnify and save harmless the City from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of the Agreement, its agents, or employees with relation to the services; and shall fully reimburse and repay to the City all costs, damages, and expenses that it may incur in making good any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if Contractor at all times promptly makes payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools or equipment used or performed in the prosecution of services provided for in the Agreement and that if the Contractor indemnifies and saves harmless the City for the extent of any and all payments in connection with the carrying out of the Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, that if the Contractor fails to duly pay for any labor, services, supplies, equipment, or materials performed, used or consumed by Contractor or its subcontractors in performance of the services contracted to be done, or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the services, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to contracts with others in connection with the Agreement, or the services to be performed there under, or any Notice to Proceed, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to

the terms of the Agreement, any Notice to Proceed, or the services.  
IN WITNESS WHEREOF, Contractor and Surety have executed these presents as of

October 18<sup>th</sup>, 2021.

E.T. Technologies, Inc.;  
10000 S. Dransfeldt Rd., Suite 100, Parker, CO 80134  
**Contractor**

By: *Clellan Pearce*  
**President**

Attest:

*Cynthia A. Cason*  
**Secretary**

Granite Re, Inc.;  
14001 Quailbrook Drive, Oklahoma City, OK 73134  
**Surety**

By: *Cynthia M. Waters*  
**Attorney-In-Fact /Cynthia M. Waters**

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

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

APPROVED FOR THE CITY AND  
OF DENVER

By: *Rudsay Aidi*  
**Assistant City Attorney**

By: *[Signature]*  
**MAYOR**

By: *[Signature]*  
**Manager  
Department of Public Health and Environment**





## **APPENDIX NO. 1**

# **Standard Federal Assurances and Nondiscrimination Non-Federal Contract Provision**

## **A5 CIVIL RIGHTS - GENERAL**

### **A5.3.1 Clause that is used for Contracts**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

### **A6.3.1 Title VI Solicitation Notice**

Title VI Solicitation Notice:

The (**Name of Sponsor**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **A6.4 CONTRACT CLAUSES**

### **A6.4.1 Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.4.2 Title VI Clauses for Deeds Transferring United States Property**

##### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project

constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**A6.4.3 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in (deeds, licenses, leases, permits, or similar instruments) entered into by the (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.4 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

##### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### **A6.4.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of

the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.3 SOLICITATION CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [**Contractor** | **Consultant**] has full responsibility to monitor compliance to the referenced statute or regulation. The [**Contractor** | **Consultant**] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.3 CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of

the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.