

## A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **WASTE MANAGEMENT OF COLORADO, INC.**, a Colorado corporation with its principal office street address located at 1001 Fannin, Suite 4000, Houston, TX 77002, doing business in Colorado at of 5500 S. Quebec Street, Greenwood Village, Colorado 80111, and with a mailing address of P.O. BOX 1238, Englewood, Colorado 80150-1238 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

**1. COORDINATION AND LIAISON:** Contractor shall fully coordinate all services under the Agreement with the Manager of the Department of General Services, or her designee. Various City departments will use the services provided under the Agreement (“Client Agency”). Contractor shall fully coordinate the scheduling and other details of Trash Services with the contact person for the Client Agency listed in **Exhibit A** and contract administration matters with the designated buyer in the Division of Purchasing.

**2. SERVICES TO BE PERFORMED:**

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

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

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

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

(e) Contractor shall be on-call at all times and provide contact information, including telephone numbers (including those for emergency, office, and mobile), pagers, if any, and e-mail addresses.

(f) Contractor is required to use its best efforts to assist each Client Agency to set up DADS accounts for required roll off or compactor hauls. Contractor shall ensure that all Client Agency container requirements are being met and scheduled pickups are being made as needed.

(g) Contractor shall lawfully dispose of all materials handled in performing Trash Services under the Agreement.

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

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

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

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

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

3. **TERM:** The Agreement will commence on **February 1, 2015** and expire **January 31, 2018** (the "Term").

4. **COMPENSATION AND PAYMENT:**

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

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

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

(d) **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00)** (the "Maximum

Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor’s risk and without authorization under the Agreement.

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

**5. STATUS OF CONTRACTOR:** 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.

**6. TERMINATION:**

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

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

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

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

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

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

**9. INSURANCE:**

**(a) General Conditions:** Contractor agrees to secure, at or before the time of execution of the Agreement, the following insurance covering all operations, goods or services provided pursuant to the 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 the Agreement and shall reference the City contract number listed on the signature page of the 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 Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in the Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. 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 the Agreement.

**(b) Proof of Insurance:** Contractor shall provide a copy of the 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 the Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of the 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 the Agreement shall not act as a waiver of Contractor's breach of the Agreement or of

any of the City's rights or remedies under the 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 and Auto 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 the Agreement, Contractor's insurer shall waive subrogation rights against the City.

(e) **Subcontractors**: All subcontractors (including independent contractors, suppliers or other entities providing goods or services required by the Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of 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 maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the City.

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

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

(i) **Additional Provisions**:

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

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

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

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

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

(ii) For claims-made coverage:

- (A) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (B) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**10. DEFENSE AND INDEMNIFICATION:**

(a) Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under the 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 the Agreement shall in no way lessen or limit the liability of Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

(e) The defense and indemnification obligation shall survive the expiration or termination of the Agreement.

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

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

**13. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

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

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

**16. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**17. CONFLICT OF INTEREST:**

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

(b) Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. 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 interests of any party with whom Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, to the parties as set forth below. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

If to Contractor:

Waste Management of Colorado  
Director of Landfill Operations  
550 S. Quebec St., Suite 250  
Greenwood Village, CO 80111

With a copy of any such notice to:

Waste Management of Colorado  
Senior Legal Counsel  
2400 W. Union Ave.  
Englewood, CO 80110

And

Waste Management of Colorado  
Area Vice President  
5500 S. Quebec St., Suite 250  
Greenwood Village, CO 80111

If to City:

Director of the Division of Purchasing  
201 West Colfax Avenue, Dept. 304  
Denver, Colorado 80202

With a copy of any such notice to:

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

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

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

**21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

(a) The 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) Contractor certifies that:

- (1) At the time of its execution of the Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

(c) Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subcontractor that fails to certify to Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement, through participation in either the E-Verify Program.
- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

- (5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

(d) Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

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

**23. PREVAILING WAGE:**

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

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

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

- (1) The minimum wages to be paid for every covered worker may not be less than the scale of wages from time to time determined under § 20-76(b) and (c) to be the prevailing wages.
- (2) Contractor or its subcontractor shall pay covered workers performing services under the Agreement the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the Auditor's specifications, and any addenda thereto, on the actual date of proposal opening, regardless of any contractual relationship that may be alleged to exist between Contractor or subcontractor and the covered workers. Increases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year is mandatory on either Contractor or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year is mandatory for Contractor and subcontractors only on the yearly anniversary date of the Agreement. The City agrees to reimburse Contractor for mandatory increases in prevailing wages that occur on or after January 1, 2013. Decreases in prevailing wages subsequent to the date of the Agreement for a period not to exceed one (1) year are not permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year are not effective except on the yearly anniversary date of the Agreement.
- (3) Contractor and its subcontractors shall pay all covered workers at least once a week the full amounts of wages accrued at the time of payment, except that Contractor and subcontractor shall pay non-construction workers, such as janitorial or custodial workers performing services under the Agreement, at least twice per month.
- (4) Contractor shall post in a prominent and easily accessible place at the site of work the scale of wages to be paid by Contractor and all subcontractors working under Contractor.
- (5) If Contractor or any subcontractor fails to pay wages required by the Agreement, no warrant or demand for payment to Contractor will be honored until Contractor furnishes the Auditor evidence satisfactory to the Auditor that the required wages by the Agreement have been paid.
- (6) Contractor shall furnish to the Auditor each week during which services were performed or are in progress under the Agreement, a true and correct copy of the payroll records of all covered workers employed under the Agreement, either by Contractor or subcontractors. These payroll records must include, among other things, information showing the number of hours worked by each covered worker employed under the Agreement, the

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

- (7) The copy of the payroll record must be accompanied by a sworn statement of Contractor that the copy is a true and correct copy of the payroll records of all covered workers working under the Agreement either for Contractor or subcontractors, that payments were made to them as set forth in the payroll records, that no deductions were made other than those set forth in the payroll records, and that all covered workers performing services under the Agreement, either by Contractor or by any subcontractor, have been paid the prevailing wages as set forth in the Auditor's specifications.
- (8) If any covered worker employed by Contractor or any subcontractor under the Agreement has been or is being paid a rate of wages less than the rate of wages required by the Agreement, the City may, by written notice to Contractor, suspend or terminate Contractor's right to proceed with services, or any part of the services for which there has been a failure to pay the required wages, and in the event of termination may prosecute the services to completion by contract or otherwise, and Contractor and any sureties will be liable to the City for any excess costs occasioned the City thereby.

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

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

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

**27. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to

all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

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

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

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

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

**33. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, 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.

**34. COUNTERPARTS OF THE AGREEMENT:** The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

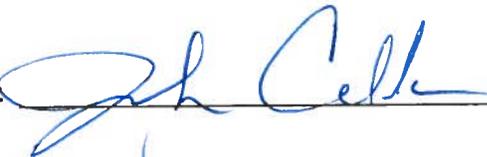
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** GENRL-201418646-00

**Contractor Name:** WASTE MANAGEMENT OF COLORADO INC

By: 

Name: Jack Cella  
(please print)

Title: Area Sales Director  
(please print)

**ATTEST: [if required]**

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

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

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



## **EXHIBIT A**

### **Statement of Work**

#### **ARTS AND VENUES:**

General Description: Contractor shall provide Compactor and dumpster Trash Services at Red Rocks Amphitheatre, the Denver Coliseum, and the Denver Performing Arts Center (DPAC) as detailed below.

Client Agency Contact:

Red Rocks: Joe Davis (720) 865-2472

Coliseum: Joe Davis (720) 865-2472

Denver Performing Arts Center: Jon Graham (720) 865-4292

#### **Red Rocks Dumpster Services**

Trash Services for Red Rocks Dumpster Service consists of the Contractor providing and emptying dumpsters as set forth below. Contractor shall provide additional services for summer events at the request of the agency between May 1 and October 1, and for regular service the rest of the year for the Visitor Center.

NOTE: Red Rocks shall be billed only for the actual number of dumpsters emptied.

1. Vehicle and Equipment Requirements:

Trash truck must be a compactor-type trash truck that is able to negotiate the steep grade of the backstage road and other tight and close-in areas at Red Rocks. Contractor shall provide five (5) each 8-yard front load dumpster. Placement at Red Rocks shall be determined by the City.

2. Dumpsters are to be emptied during the summer events season no later than 9:00 AM the morning following an event, unless otherwise directed or scheduled by the City. Contractor shall empty dumpsters at other times as required by the City, including weekends and holidays. Reduced dumpster coverage will be required for the Visitor Center during non-summer months.

3. The number of events during the summer season from May through September is approximately fifty (50), but that number may vary. The Visitor Center at Red Rocks is open throughout the year.

#### **Coliseum**

One 30 yard roll-off.

The estimated number of hauls is 26 per year. Pick-up schedules during a given month will vary based on the number and times of events. Generally, pick-ups will be scheduled during 9-5, Monday through Saturday.

## **EXHIBIT A**

During the Stock Show Season pick-ups by the Contractor are to be scheduled for times prior to 7:00 A.M. and at least twice per week during the Stock Show Season. The City reserves the right to request additional pickups that are to occur the next day during the Stock Show Season. If applicable, the containers must be returned to the Coliseum within three to four (3 - 4) hours on the same day.

Contractor shall provide power wash cleaning of the containers at the request of the City.

### **Denver Performing Arts Center**

Service for the DPAC complex as follows on dumpsters owned and maintained by the City:

- One (1) each front load 3-yard Dumpsters
- Three (3) each rear load 3-yard Dumpsters
- One (1) each rear load 3 yard Compactors

Dumpsters and Compactors are to be services three (3) times per week, pick up to be made between the hours of 5:00 and 6:00 A.M. The City reserves the right to identify the week days that the service is to occur.

## **GENERAL SERVICES: FACILITIES MANAGEMENT (GSFPM)**

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

### **Trash Compactor at 1200 Federal—Dept of Human Services (DHS)**

Client Agency Contact:

LeRoy Lemos (720) 865-7527

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

#### **Specifications for the Contractor-provided Compactor**

1. Total length not to exceed twenty (20) feet
2. Total height not to exceed eight feet eight inches (8'8")
3. 10 HP motor, 3 phase, 220/230 volt
4. Operational pressure range of 1850 to 2300 p.s.i.
5. Key operated power control station
6. Double end pick-up, remote power pack with multi-cycle timer, and pressure gauge

#### **Specification for Installation**

## EXHIBIT A

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

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

### **Dumpster Service—Police Administration Building Basement (1331 Cherokee St)**

Client Agency Contact:

LeRoy Lemos (720) 865-7527

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

Schedule of Service is to be Monday, Wednesday and Friday

*The entrance to the loading dock (basement) for the Police Administration Building is located near the corner of 14<sup>th</sup> and Delaware (see pictures below). After emptying the dumpsters, the truck will proceed out of the dock area through an exit located near 13<sup>th</sup> and Delaware (see pictures below).*

### **Trash Compactor Service Vancise – Simonet Detention Center 490 W. Colfax Ave.**

Client Agency Contact:

Stephanie Hellman (720) 865-0728

Provide service for two (2) City owned 30 yard compactors. Service shall be provided Tuesdays and Thursdays with the Contractor alternating the compactors to be serviced. Due to building restrictions for access to the compactor location Contractor shall provide a truck with a **stinger mechanism** for this location only.

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

Client Agency Contact:

LeRoy Lemos (720) 865-7527

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

Two Contractor-owned 6 yard cardboard-only dumpsters

**EXHIBIT A**

**The Minoru Yasui Plaza 303 W. Colfax Ave.**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of three (3) 3 Yard Dumpsters

Service is required Monday, Wednesday and Friday

**Court Child Care/Fire Arson 280 14<sup>th</sup> Street**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of one (1) 3 Yard Dumpster

Service is required twice weekly on Tuesdays and Thursdays

**Champa Building 1245 Champa Street**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of one (1) 6 Yard Dumpster.

Dumpsters serviced twice weekly.

**Family Crisis Center 2929 West 10<sup>th</sup> Ave.**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of two (2) 3 Yard Dumpsters

Service is required daily, Monday through Saturday

**Denver Human Services – East Side 3815 Steele Street**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of two (2) 3 Yard Dumpsters

Service is required twice weekly on Monday and Thursday

**EXHIBIT A**

**Combined Communications Center 950 Josephine Street**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of one (1) 6 Yard Dumpster  
Dumpster serviced twice weekly.

**Police District #1 1311 West 46<sup>th</sup> Ave.**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of two (2) 3 Yard Dumpsters  
Dumpsters serviced twice weekly.

**Police District #2 3921 Holly Street**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of one (1) 8 Yard Dumpster  
Dumpsters serviced once weekly

**Police District #6 1566 Washington Street**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of one (1) 6 Yard Dumpsters  
Dumpsters serviced two times weekly, on Tuesdays and Thursdays

**Arie P. Taylor Building 4685 Peoria Street**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of one (1) 8 Yard Dumpster  
Dumpsters serviced 5 times weekly

**EXHIBIT A**

**Technology Services 10 Galapego Street**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

Rental and service of two (2) 3 Yard Dumpster

Dumpsters serviced once weekly

**Denver Police Department/Traffic Operations 3381 Park Avenue West**

Client Agency Contact:  
LeRoy Lemos (720) 865-7527

(Rental and) Service of one (1) 30 Yard Roll-off

Dumpsters serviced twice weekly, on Tuesdays and Thursdays

**WASTEWATER:**

City-Owned Custom 30 Yard Dewatering Box

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

Client Agency Contact:  
Lupe Martinez (303) 446-3705

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

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

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

## **EXHIBIT A**

The 30-yard dewatering box functions as a roll-off for transportation purposes. The dewatering box must be transported via flat-bed truck to DADS. During transport, the portals must be closed to prevent water leaking out of the dewatering box. Unless otherwise agreed to in writing by the client agency contact, the dewatering box must be picked up no later than 6:00 AM and returned by 9:00 AM the same day.

### **SHERIFF DEPARTMENT:**

#### **County Jail at 10500 Smith Road**

Client Agency Contact:  
Janelle Orozco (720) 913-3782

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

#### **Front load service—8 yard**

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

#### **Dumpster—6-yard**

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

#### **Compactors—City Owned**

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

### **PARKS AND RECREATION MAINTENANCE DIVISION:**

#### **30 yard roll off service at the Parks Maintenance Facility 4495 Jason St.**

Client Agency Contact:  
Thomas Herndon (720) 913-0626

Contractor will be required to provide the roll off container

### **ADDITIONAL LOCATIONS AS REQUIRED:**

Contractor shall provide services at other locations as requested by the City.

Item Number	City Agency	Facility	Additional Information	Qty	Unit of Measure	Description	Services Type	Unit Price	Total Price
A.1	Arts and Venues	Red Rocks Dumpster Service		50	Each	Five 8-yard dumpsters (vendor provided)	Dumpster emptied & disposal fees	\$150.00	\$7,500.00
A.2	Arts and Venues	Coliseum		26	Each	one (1) 30 yard roll off	Haul Only	\$175.00	\$4,550.00
A.3	Arts and Venues	Coliseum		1	Each	one by Power Washing	Cleaning Service	\$175.00	\$175.00
A.4	Arts and Venues	Denver Performing Arts Center		156	Each	one (1) Front load 3-yard dumpster three (3) rear load 3-yard dumpsters one (1) rear load 3-yard compactor (City owned)	Dumpster emptied & disposal fees	\$57.00	\$8,892.00
B.1	Wastewater Management	Wastewater Management Owned CUSTOM 30 Yard Den alerting Box		156	Each	See Section B.1.b	Haul Only	\$155.00	\$24,180.00
B.2	Wastewater Management	Wastewater Management Owned CUSTOM 30 Yard Den alerting Box		1	Each	Clean by Power Washing	Cleaning Service	\$175.00	\$175.00
C.1	Denver Health	Denver Health-Compactor Sun-Pak	20 yard	312	Each	Clean by Power Washing	Cleaning Service	\$138.00	\$49,296.00
C.2	Denver Health	Denver Health-Compactor Sun-Pak	40 yard	156	Each	Clean by Power Washing	Cleaning Service	\$138.00	\$24,648.00
C.3	Denver Health	Denver Health-Compactor Sun-Pak		1	Each	Steam clean by Power Washing the compactor recycle only and is to be picked up every 7 weeks.	Cleaning Service	\$175.00	\$175.00
C.4	Denver Health	Denver Health-Compactor NON Sun-Pak		26	Each	Two 30-Yard Roll Offs to be picked up as needed. 50 times per year is an estimate only	Cleaning Service	\$158.00	\$4,108.00
C.5	Denver Health	Denver Health-Roll Offs	3 Yard Dumpster Service	50	Each			\$155.00	\$7,750.00
C.6	Denver Health	Denver Health - 667 Delaware	3 Yard Dumpster Service	12	Each			\$9.50	\$114.00
C.7	Denver Health	Denver Health - 660 Bannock	3 Yard Dumpster Service	156	Each			\$13.00	\$2,028.00
C.8	Denver Health	Denver Health - 660 Acoma	6 Yard Dumpster Service	52	Each			\$11.00	\$572.00
C.9	Denver Health	Denver Health - 1007 Yosemite	6 Yard Dumpster Service	52	Each			\$11.00	\$572.00
C.10	Denver Health	Denver Health - 1500 W. 6th Ave	8 Yard Dumpster Service	104	Each			\$13.00	\$1,352.00
C.11	Denver Health	Denver Health - 990 Bannock	8 Yard Dumpster Service	260	Each			\$13.00	\$3,380.00
C.12	Denver Health	Denver Health - 700 Delaware	3 Yard Dumpster Service	260	Each	Recycle only		\$9.50	\$2,470.00
C.13	Denver Health	Denver Health - 655 Broadway	4 Yard Dumpster Service	260	Each			\$10.25	\$2,665.00
C.14	Denver Health	Denver Health - 12600 Albrook Drive	4 Yard Dumpster Service	104	Each			\$11.00	\$1,144.00
C.15	Denver Health	Denver Health - 530 Xonox	4 Yard Dumpster Service	52	Each			\$10.25	\$533.00
C.16	Denver Health	Denver Health - 660 Delaware	8 Yard Dumpster Service	156	Each			\$9.50	\$1,482.00
C.17	Denver Health	Denver Health - 648 Acoma	8 Yard Dumpster Service	260	Each			\$13.00	\$3,380.00
C.18	Denver Health	Denver Health - 777 Bannock	96 Gall Toer (recycle)	52	Each			\$10.25	\$533.00
D.1	Sheriff's Department	Sheriff's Department	Compactor Service	312	Each	See section B.1.d	& disposal fees	\$10.00	\$3,120.00
D.2	Sheriff's Department	Sheriff's Department	Compactor Service	312	Each	See section B.1.d	& disposal fees	\$48.00	\$15,176.00
D.3	Sheriff's Department	Sheriff's Department	Compactor Service	104	Each	See section B.1.d	& disposal fees	\$10.00	\$1,040.00
D.4	Sheriff's Department	Sheriff's Department	Compactor Service	1	Each	Steam clean by power washing the thirty yard compactor (as requested)	Haul Only	\$150.00	\$150.00
E.1	General Services	Facility & Planning Management - Compactor Rental	1200 Federal Blvd	12	Each	Furnish and install rental 25 YD compactor at 1200 Federal Blvd as specified. Net monthly price must include all required cleaning and maintenance.	Cleaning Service	\$175.00	\$2,100.00
E.2	General Services	Facility & Planning Management	1200 Federal Blvd	12	Each	Haul to D.A.D.S	Monthly Net Rental Price for Compactor	\$125.00	\$1,500.00
E.3	General Services	Simonet Detention Center Compactor	1331 Cherokee Street	156	Each	See section B.1.e	Per month emptied & disposal fees	\$55.00	\$8,580.00
E.4	General Services	Service City Owned 30 Yard compactor's	490 W. Colfax Ave	104	Each	See section B.1.e	Per month emptied & disposal fees	\$165.00	\$17,160.00
E.5	General Services	Wellington E. Webb Building-City Owned 30 Yard Compactor	201 W. Colfax Ave.	39	Each	See section B.1.e	Haul Only	\$165.00	\$6,435.00
E.6	General Services	Wellington E. Webb Building	201 W. Colfax Ave.	104	Each	See section B.1.e	Haul Only	\$165.00	\$17,160.00
E.7	General Services	Minot Yasui Plaza-3 Yard Dumpsters	303 W. Colfax Ave.	156	Each	See section B.1.e	Per month emptied & disposal fees	\$18.00	\$2,808.00
E.8	General Services	Court Child Care/Fire Alarm	280 14th Street	104	Each	See section B.1.e	Per month emptied & disposal fees	\$26.00	\$2,704.00
E.9	General Services	Champa Bldg.	1245 Champa St.	104	Each	See section B.1.e	Per month emptied & disposal fees	\$9.00	\$936.00
E.10	General Services	Family Crisis Center	2929 W. 10th Ave.	312	Each	See section B.1.e	Per month emptied & disposal fees	\$11.55	\$3,597.60
E.11	General Services	DRS-Exakside	3815 Steele St.	104	Each	See section B.1.e	Per month emptied & disposal fees	\$16.00	\$1,664.00
E.12	General Services	Combined Comm. Center	950 Josephine St.	104	Each	See section B.1.e	Per month emptied & disposal fees	\$16.00	\$1,664.00
E.13	General Services	Police Dist #1	1311 W. 46th Ave.	104	Each	See section B.1.e	Per month emptied & disposal fees	\$11.55	\$1,201.20
E.14	General Services	Police Dist #2	3921 Holly St.	52	Each	See section B.1.e	Per month emptied & disposal fees	\$16.00	\$832.00
E.15	General Services	Police Dist #6	1566 Washington St.	104	Each	See section B.1.e	Per month emptied & disposal fees	\$15.75	\$1,638.00
E.16	General Services	Alice P. Taylor Bldg.	4685 Peoria St.	260	Each	See section B.1.e	Per month emptied & disposal fees	\$14.55	\$3,783.00
E.17	General Services	Tech Services	10 Galapago St.	52	Each	See section B.1.e	Per month emptied & disposal fees	\$17.00	\$884.00
E.18	General Services	DPD/Traffic Ops	3381 Park Ave West	104	Each	See section B.1.e	Per month emptied & disposal fees	\$170.00	\$17,680.00
F.1	Parks & Recreation	Parks & Recreation Maintenance Facility	as required	50	Each	One 30-Yard Roll Off to be provided by vendor and picked up as needed. 50 times per year is an estimate only	Haul Only	\$155.00	\$7,750.00
G.1	Various	Additional 3 Yard Dumpster Service	as required	1	Each	3 Yard Dumpster Service	& disposal fees	\$11.00	\$11.00
G.2	Various	Additional 6 Yard Dumpster Service	as required	1	Each	6 Yard Dumpster Service	& disposal fees	\$13.00	\$13.00
G.3	Various	Additional 38 Yard Dumpster Service	as required	1	Each	38 Yard Dumpster Service	& disposal fees	\$15.00	\$15.00

Pricing is on a per service instance basis.

# **EXHIBIT C**



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2015

DATE (MM/DD/YYYY)  
12/11/2013

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

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

PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1300436 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 5500 SOUTH QUEBEC STREET GREENWOOD VILLAGE CO 80111	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Property & Casualty Insurance Co	20699
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11354844 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG 00011207 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	HDO G2732924A	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MMT H08816025	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	Y	XOO G27054961	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Y	WLR C47876345 (AOS) WLR C47876357 (AZ,CA&MA) SCF C47876369 (WI)	1/1/2014 1/1/2014 1/1/2014	1/1/2015 1/1/2015 1/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08816013	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)	

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

### CERTIFICATE HOLDER

### CANCELLATION See Attachment

11354844

CITY AND COUNTY OF DENVER  
DENVER RISK MANAGEMENT  
201 WEST COLFAX AVENUE DEPT. 1105  
DENVER CO 80202

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

### AUTHORIZED REPRESENTATIVE

# **EXHIBIT D**



**DENVER**  
THE MILE HIGH CITY

**Office of Human Resources**  
Denver's Human Resource Agency

201 W. Colfax, Department 412  
Denver, CO 80202  
p: 720.913.5751  
f: 720.913.5720  
[www.denvergov.org/csa](http://www.denvergov.org/csa)

TO: All Users of the City of Denver Prevailing Wage Schedules  
FROM: Seth Duhon-Thornton, Associate Human Resource Professional  
DATE: Friday June 27, 2014  
SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday June 27, 2014** 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. CO140012  
Superseded General Decision No. CO20130012  
Modification No. 06  
Publication Date: 6/20/2014  
(8 pages)

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

For questions please call (720) 913-5018

Attachments as listed above.

General Decision Number: CO140012 06/20/2014 CO12

Superseded General Decision Number: CO20130012

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

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	01/31/2014
3	02/07/2014
4	04/18/2014
5	06/06/2014
6	06/20/2014

ASBE0028-001 10/01/2013

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 28.83	13.18

\* BRCO0007-004 01/01/2014

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

	Rates	Fringes
BRICKLAYER.....	\$ 24.03	8.63

\* BRCO0007-006 05/01/2014

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.22	8.62

ELEC0012-004 09/01/2013

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN Electrical contract over \$1,000,000.....	\$ 27.25	11.92

Electrical contract under  
 \$1,000,000.....\$ 24.75 11.84

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 ELEC0068-001 06/01/2014

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

	Rates	Fringes
ELECTRICIAN.....	\$ 32.65	12.70

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 ELEC0111-001 09/01/2013

	Rates	Fringes
Line Construction:		
Cable Splicer.....	\$ 28.65	13.75%+4.75
Equipment Operator- Underground.....	\$ 25.05	9.20
Groundman.....	\$ 22.76	9.87
Line Equipment Operator.....	\$ 27.78	10.91
Lineman and Welder.....	\$ 39.81	14.60

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 \* ELEC0113-002 06/01/2014

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 29.55	14.69

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 ELEC0969-002 07/01/2012

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 21.00	8.57

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 ENGI0009-001 10/23/2013

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 25.04	9.15
Blade: Rough.....	\$ 24.73	9.15
Bulldozer.....	\$ 24.73	9.15
Cranes: 50 tons and under..	\$ 24.88	9.15
Cranes: 51 to 90 tons.....	\$ 25.04	9.15
Cranes: 91 to 140 tons.....	\$ 25.19	9.15
Cranes: 141 tons and over...	\$ 25.97	9.15
Forklift.....	\$ 24.37	9.15
Mechanic.....	\$ 24.88	9.15
Oiler.....	\$ 24.01	9.15
Scraper: Single bowl under 40 cubic yards.....	\$ 24.88	9.15
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 25.04	9.15
Trackhoe.....	\$ 24.88	9.15

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IRON0024-003 11/01/2013

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

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LABO0086-001 05/01/2009

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

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PLUM0003-005 07/01/2013

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

	Rates	Fringes
PLUMBER.....	\$ 35.68	12.34

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PLUM0058-002 07/01/2013

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

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PLUM0058-008 07/01/2013

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.55	13.65

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PLUM0145-002 07/01/2013

MESA COUNTY

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

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PLUM0208-004 07/01/2013

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

	Rates	Fringes
PIPEFITTER.....	\$ 33.35	12.27

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SHEE0009-002 07/01/2013

	Rates	Fringes
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Sheet metal worker.....\$ 32.04 13.13

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TEAM0455-002 07/01/2013

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 18.41	3.87
Tandem/Semi and Water.....	\$ 19.04	3.87

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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

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

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS  
(TUNNELS ABOVE AND BELOW GROUND, SHAFTS, AND RAISES):

GROUP 1 - Brakeman

GROUP 2 - Motorman

GROUP 3 - Compressor

GROUP 4 - Air Tractors; Grout Machine; Gunnite Machine; Jumbo Form

GROUP 5 - Concrete Placement Pumps; Mucking Machines and Front End Loaders, Underground, Slusher; Mine Hoist Operator; Mechanic

GROUP 6 - Mechanic Welder

GROUP 7 - Mole

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1 - Air compressor, brakeman, drill operator - smaller than Watson 2500 and similar, operators of 5 or more light plants, welding machines, generators, single unit conveyor, pumps, vacuum well point system, tractor, under 70 hp with or without attachments compressors, 360 C.F.M. or less.

GROUP 2 - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.

GROUP 3 - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.

GROUP 4 - Cable operated power shovels, draglines, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; piledriver, tractor with sideboom, roto- mill and similar, welder.

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

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

GROUP 7 - tower cranes all types

LABORER CLASSIFICATIONS:

GROUP 1 - Janitors; Yardmen

GROUP 2 –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco

Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-**Denver**, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunitite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.

GROUP 3 - Plug and galleys in dams; Scalars; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.

### TUNNEL LABORER CLASSIFICATIONS:

GROUP 1 - Outside Laborer - Above ground

GROUP 2 - Minimum Tunnel Laborer, Dry Houseman

GROUP 3 - Cable or Hose Tenders, Chuck Tenders, Concrete Laborers, Dumpmen, Whirley Pump Operators

GROUP 4 - Tenders on Shotcrete, Guniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders

GROUP 5 - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunitite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.

### TRUCK DRIVER CLASSIFICATIONS:

GROUP 1 - Sweeper Truck, Flat Rack Single Axle and Manhaul, Shuttle Truck or Bus.

GROUP 2 - Dump Truck Driver to and including 6 cubic yards, Dump Truck Driver over 6 cubic yards to and including 14 cubic yards, Straddle Truck Driver, Liquid and Bulk Tankers Single Axle, Euclid Electric or Similar, Multipurpose Truck Specialty and Hoisting.

GROUP 3 - Truck Driver Snow Plow.

GROUP 4 - Cement Mixer Agitator Truck over 10 cubic yards to and including 15 cubic yards.

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