

## 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 **ALPINE DISPOSAL, INC.**, a Colorado corporation doing business at 7373 Washington Street, Denver, CO 80229 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of General Services, (“Executive Director”) or, the Executive Director’s Designee.

**2. SERVICES TO BE PERFORMED:**

**a.** As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of trash, recycling, composting, and related services as set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

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

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

**d.** The Contractor shall provide trash, recycling, composting, and related services at Red Rocks Amphitheatre, Denver Performing Arts Complex, and the Denver Coliseum.

**e.** As the City determines to be in its interest, it may change service locations, agencies, frequencies, and upon twenty-four (24) hours’ notice, cancel or request additional pick-ups.

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

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

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

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

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

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

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

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

**3. TERM:** The Agreement will commence upon final execution by all required signatories and expire on March 31, 2021 (the “Term”).

**4. COMPENSATION AND PAYMENT:**

**a. Fees:** The City shall pay and the Contractor shall accept, together with the Additional Consideration described in Subsection 4.b, 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. Additional Consideration:** As further consideration for the services rendered and costs incurred by the Contractor under the Agreement, the City shall provide to the Contractor the additional consideration specifically set forth in **Exhibit C** (the “Additional Consideration”).

c. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement.

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

e. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$750,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

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

**5. USES AND PROTECTION OF TRADEMARKS/SERVICE MARKS AND OTHER INTELLECTUAL PROPERTY:**

a. The City and Contractor each acknowledge that the other party owns certain names, trademarks, service marks, copyrights and other intellectual property associated with their respective businesses which marks will be specifically identified on **Exhibit D** (hereinafter collectively referred to as "**Marks**"), and each owns certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by the Marks.

b. It is agreed and understood that in marketing and promoting recycling and composting services provided by Contractor at Red Rocks Amphitheatre, the Denver Coliseum, and the Denver Performing Arts Complex (collectively, the "**City Venues**") and educational and public messaging associated therewith ("**Marketing Activities**"), the City and Contractor may

make various references to each other and may display the Marks of the City and Contractor as well as photographs or graphic images of these activities. Each party grants to the other a non-exclusive, non-transferable license to use its Marks during the Term of this Agreement, subject to the terms and conditions hereafter set forth, solely in connection with the Marketing Activities. The City and Contractor shall agree in writing as to the form and content of any promotional or advertising materials which bear the other party's Marks, and the media in which such materials are to be used prior to their use, which approval the parties shall not unreasonably withhold. Such use may be subject to such reasonable conditions as either party may impose, including, but not limited to, conditions affording each party adequate protection of its Marks. Upon termination or expiration of this Agreement, both parties shall cease all use of the Marks of the other party as soon as practicable, but, in any event, within 30 days, unless the particular media which has been approved requires a longer lead time, but in no event longer than 90 days.

c. Neither party will challenge or assist in a challenge to the validity of the other party's Marks, any registrations thereof or the ownership thereof. Each party will be solely responsible for taking such actions, as it deems appropriate to obtain trademark, service mark, or other protection of its respective Marks.

d. Neither party is granted any right or license under this Agreement to sell or otherwise distribute for sale, any of the promotional advertising material bearing the Marks or items related thereto. If a party desires to sell or distribute for sale any of such materials or other merchandising or novelty items bearing the Marks of the other party, then it shall request permission to do so from the other party and, if granted, the parties shall negotiate in good faith a separate licensing agreement covering such materials or items before they may be sold or distributed for sale.

6. **APPROVAL OF PROMOTIONAL CONCEPTS:** Each party reserves the right to approve all promotional concepts, which the other party wishes to use in connection with its identification with the first party. Under no circumstances will promotions which reflect unfavorably upon the City, or which are prohibited or restricted by law, rule, regulation, or executive order, be approved by the City.

7. **EXCLUSIVE:** This Agreement between the City and Contractor contained herein shall be exclusive solely insofar as the City will not enter into a contract or other legally binding arrangement conferring marketing or other sponsorship opportunities for a waste,

recycling, or composting vendor at the City Venues. Notwithstanding the foregoing, Contractor acknowledges that the City cannot control certain components of the City Venues when promoters or other tenants rent or otherwise use the City Venues, and that competing brand logos and signage may be visible at these times. In addition, the City may enter into booking agreements for the use of the City Venues with entities who may compete with Contractor, without violating this Agreement. Contractor shall be subject to Arts & Venues Denver Venue Sponsorship Policy, as the same may be amended from time to time. A copy of the current policy is attached hereto as **Exhibit E**.

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

**9. TERMINATION:**

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

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

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

**d.** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor

shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

**10. DISTRUPTION IN SERVICES:** If Contractor’s recycling or composting processing facility is no longer able to accept materials for any reason, Contractor shall notify the City in writing within twenty-four (24) hours of Contractor’s knowledge of such fact. Contractor shall work with the City to locate an alternative recycling or composting processing facility to accept materials pursuant to the Agreement. If Contractor and the City are not able to locate an alternative recycling or composting processing facility within twenty-four (24) hours of the City’s receipt of notice above, the City shall have full authority to terminate the recycling or composting services Contractor has agreed to perform under the Agreement and seek such recycling or composting services from a different provider. The City may authorize Contractor to collect recycling or composting materials as trash until the City or Contractor locates another recycling or composting processing facility. If the City authorizes Contractor to collect recycling or composting materials as trash, Contractor may only collect as trash materials that the City has designated as such and placed in trash containers.

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

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

**13. INSURANCE:**

**a. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services

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

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

may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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



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

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

**j. Additional Provisions:**

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

- (a)** That this Agreement is an Insured Contract under the policy;
- (b)** Defense costs are outside the limits of liability;
- (c)** A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
- (d)** A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

**(2)** For claims-made coverage:

- (a)** The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (b)** Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced

below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**14. DEFENSE AND INDEMNIFICATION**

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

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

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

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

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

**15. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City

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

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

**17. 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.

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

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

**20. 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.

**21. CONFLICT OF INTEREST:**

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

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

Executive Director of General Services or Designee  
201 W. Colfax Ave., Dept. 111  
Denver, CO 80202

With a copy of any such notice to:

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

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

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

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

**b.** The Contractor certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

26. **PREVAILING WAGE:**

a. Consultant's employees and those of its subconsultants and subcontractors may be subject to the payment of prevailing wages pursuant to § 20-76 et seq., D.R.M.C., depending upon the nature of their work. By executing the Agreement, Consultant 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 Consultant or its subconsultants or subcontractors. The prevailing wages provisions are applicable to all contracts in excess of two thousand dollars (\$2,000.00).

b. Consultant 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 G**.

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) Consultant 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 Consultant 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 Consultant or subconsultants or subcontractors. Future increases in living wages on contracts whose period of performance exceeds one (1) year is mandatory for Consultant and subconsultants or subcontractors only on the yearly anniversary date of the Agreement. The City agrees to reimburse Consultant 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) Consultant 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 Consultant 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) Consultant shall post in a prominent and easily accessible place at the site of work the scale of wages to be paid by Consultant and all subconsultants and subcontractors working under Consultant.

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

(6) Consultant 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 Consultant 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 Consultant that the copy is a true and correct copy of the payroll records of all covered workers working under the Agreement either for Consultant 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 Consultant 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 Consultant 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 Consultant, suspend or terminate Consultant'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 Consultant and any sureties will be liable to the City for any excess costs occasioned the City thereby.



**27. 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.

**28. 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.

**29. 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.

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

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

Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

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

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

**34. CONFIDENTIAL INFORMATION:**

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

Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**35. 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.

**36. 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.

**37. 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.

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

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**List of Exhibits**

A: Scope of Work

- B: Rates
- C: Additional Consideration
- D: Marks
- E: Arts & Venues Denver Venue Sponsorship Policy
- F: Certificate of Insurance
- G: Prevailing Wage Rate Schedule

**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:** THTRS-201840339-00

**Contractor Name:** Alpine Disposal, Inc.

By: 

Name: John Griffith  
(please print)

Title: Regional Vice President  
(please print)

**ATTEST: [if required]**

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

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

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



## **EXHIBIT A**

### **Scope of Services**

Alpine Waste will provide waste, single stream recycling and compost collection services at Red Rocks Amphitheatre, Denver Coliseum, Denver Performing Arts Complex and Sculpture Park.

#### **Waste, Recycling and Compost Hauling Services**

##### *Red Rocks Amphitheatre – Waste, Recycle, and Compost Hauling*

Contractor will provide hauling of waste, single stream recyclables, and compost from Red Rocks Amphitheatre. Contractor will provide the appropriate covered, self-contained, leak-proof compactor(s) to be located in the Upper North Parking Lot. Waste Stream collection will be provided as needed and will be coordinated with building facility staff. Arts & Venues (A&V) anticipates that collection will be needed after every second concert from May through October, and biweekly from November through April; however, collection may be required up to seven days per week (to include Sundays) dependent on venue activity and volume.

##### *Denver Coliseum – Waste, Recycle, and Compost Hauling*

Contractor will provide hauling of waste, single stream recyclables, and compost from the Denver Coliseum. Contractor will provide the appropriate self-contained, leak-proof compactor(s) that will be placed at the Denver Coliseum. Waste Stream collection will be provided as needed and will be coordinated with building facility staff. It is estimated that recycling collection will be needed approximately thirty-five times per year from October through April; however, collection may be required up to seven times per week based on venue activity and volume.

##### *Denver Performing Arts Complex & Sculpture Park – Waste, Recycle, and Compost Hauling*

Contractor shall provide waste and single stream recyclables, and compost hauling from the Denver Performing Arts Complex and Sculpture Park. Contractor will be required to collect recyclables from two (2) City owned 3-yard compactors and cardboard bales located at the Denver Performing Arts Complex. Contractor will also be required to collect waste from one (1) City owned 30-yard self-contained compactor. Sculpture Park activity requires use of three (3) additional vendor-provided dumpsters. A typical Sculpture Park event requires three (3) 30-yard dumpsters for waste, recyclables and compost. Collection of compactors and dumpsters will be required up to seven

days per week based on venue/park activity and will be coordinated with building facility staff.

### *Compost Hauling Requirements (all locations)*

Contractor will provide appropriate compost receptacles to be located at the Denver Coliseum, Red Rocks Amphitheatre and Denver Performing Arts Complex & Sculpture Park and must provide a separate receptacle(s) for animal waste during specific events (e.g. circus.) Compost collection will be provided as needed and will be coordinated with building facility staff. Contractor must have the ability to haul compost seven days per week.

### *Recycling Carts*

- Red Rocks Amphitheatre and Denver Coliseum: City will acquire appropriate single stream recycling containers for Red Rocks Amphitheatre and Denver Coliseum.
- Denver Performing Arts Complex/Sculpture Park: Contractor will provide appropriate recycling containers as requested by facility staff.

### *General Requirements (all venues)*

1. All non-recyclable and non-compostable waste is required to go to the City's Denver Arapahoe Disposal Site (DADS) and shall be charged to Arts & Venues account.
2. Single stream recycling shall include (at minimum) the following materials: cardboard, paperboard, newspaper, phonebooks, mixed office paper, junk mail, magazines, paper bags, glass bottles and jars, all plastic (1-7), aluminium cans, steel cans, paper food and beverage cartons. Contractor will ensure that all materials collected are recycled (outside of normal processing residue). Under no circumstances shall Contractor landfill, burn, or convert for burning, the recyclables and/or compost collected from the City. At the City's request, Contractor shall provide written documentation and evidence that the recyclables have been used or marketed for use for legitimate recycling purposes (e.g. reuse, use in manufacture of a new product). Contractor shall not store or warehouse materials in violation of health and safety standards and shall conform to all requirements of the City and the Colorado Department of Public Health and the Environment.
3. Venue pick up times will be mutually agreed upon by Contractor and A&V and may vary due to event activities. The City does not guarantee its estimated collection schedule. It is expected that Contractor will accommodate any increases or decreases in services to meet each facility needs. These facilities operate on holidays and weekends. It is expected that Contractor will be able to provide service Monday through Sunday, 52 weeks



per year.

4. Contractor shall submit a monthly waste and recycling collection report to A&V (as determined by A&V) and copy the Manager of the City Public Works Solid Waste Management. The report shall contain a schedule of collections (specific to the number and size of containers) from each facility, weight of each collection, and estimated value of the monthly service.
5. Contractor and A&V will work together to ensure minimal contamination in the recyclable materials through education of staff and visitors using public-facing recycling containers and venue educational display(s) as a method of communication.
6. Compost Processing - All materials collected for composting must be delivered to and processed by the Contractor's compost processing facility or sub-contracted to another vendor. This facility shall remain a fully permitted commercial composting facility for the duration of the Agreement and all materials shall be composted into fully tested and finished compost product. The vendor will be required to provide A&V details about who and where materials will be composted. Compostable waste will be processed using the windrow method and the resulting compost product will be tested with a frequency exceeding the requirements of the US Composting Council's (USCC) Seal of Testing Assurance. Contractor shall be responsible for detailing in writing to the City, at the City's request, information regarding materials composted under this Agreement and how the finished product is tested and marketed. All testing shall at all times meet the US Composting Council's Seal of Testing Assurance standards. Additional waste management services must be agreed upon by Contractor and A&V and may require additional fees.
7. Contractor will assist in keeping collection sites clean and orderly.

#### *Waste Audits & Reporting*

1. Waste Audits: Annual waste audits shall be conducted by the hauler for each venue. The audit shall include a full report of materials being collected in each waste stream, including percentages of materials and contamination issues. Observations and data shall be supported by pictures. A&V requires at least one (1) annual waste audit of all three (3) streams per venue.
2. Contamination: If a load is deemed "contaminated" and needs to be sent to the landfill instead of the recycling or compost stream, the hauler will take pictures of the contamination issues and communicate these issues with A&V. This will allow the A&V operations team to address the contamination issue in order to avoid future instances.

3. A&V prefers that monthly waste metrics are provided within two (2) weeks of the closing month and would like the ability to request metrics for specific dates within a month upon request (i.e. to support an event requesting their specific diversion rate). In the instance that a recycle or compost load may be rejected, A&V would like the hauler to identify the items contaminating the load and provide picture documentation of the contamination.

## EXHIBIT B

### Rates

<b>Alpine Waste Haul Rates</b>		
<b>Venue</b>	<b>Waste Stream</b>	<b>Alpine Waste</b>
<b>Red Rocks Amphitheatre</b>	Solid Waste	\$ 500.00
	Recycling	\$ 150.00
	Compost	\$ 350.00
<b>Denver Coliseum</b>	Solid Waste	\$ 350.00
	Recycling	\$ 80.00
	Compost	\$ 250.00
<b>DPAC</b>	Solid Waste	\$ 450.00
	Recycling	\$ 200.00
	Compost	\$ 175.00
<b>Sculpture Park</b>	Solid Waste	\$ 450.00
	Recycling	\$ 80.00
	Compost	\$ 300.00

\*Price per month to service 3yd compactor for compost 2x per week, 14 totes for compost 2x per week, and one (1) 3-yard recycling compactor 3x per week

\*\*Price per month

<b>Alpine Waste Tote Dump Rates (10 Totes)</b>	
<b>Waste Stream</b>	<b>Alpine Waste</b>
Compost	\$45
Recycling	\$20

\$20 fee to dump 10 or fewer recycling totes and \$45 for 10 or fewer compost totes + \$8 for each additional tote.

<b>Tote Purchase Price</b>
\$50/each

<b>Cardboard Bales</b>
Alpine Waste will pay A&V market rate minus \$85

Additional services, pricing and frequency will be negotiated with venue facility managers on an as needed basis.

<b>Arts &amp; Venues Annual Sponsorship Fee</b>
Alpine Waste will pay Arts & Venues \$27,000 per year for the annual sponsorship benefits outlined in Exhibit A.
<b>Year 1</b> (2018) \$27,000 Due June 30, 2018
<b>Year 2</b> (2019) \$27,000 Due March 31, 2019
<b>Year 3</b> (2020) \$27,000 Due March 31, 2020

## **EXHIBIT C**

### **Additional Consideration**

#### **Sponsorship & Marketing**

Alpine Waste will receive the following annual sponsorship benefits:

##### *On-site Recognition*

Arts & Venues will display the Alpine Waste logo on all public-facing waste, recycling and compost containers located at Red Rocks Amphitheatre, Denver Coliseum, Denver Performing Arts Complex and Sculpture Park throughout the term of the agreement. Arts & Venues will be responsible for graphics, installation and maintenance.

Alpine Waste will receive recognition in A&V's sustainability messaging in Red Rocks Amphitheatre's intermission slide show during all public, ticketed events when screen is in use/available. Arts & Venues will be responsible for graphics and scheduling.

##### *Hospitality*

Alpine Waste will receive twenty (20) tickets per calendar year to Arts & Venues events of choice. Tickets are subject to availability and approval by A&V.

##### *Rights to Marks*

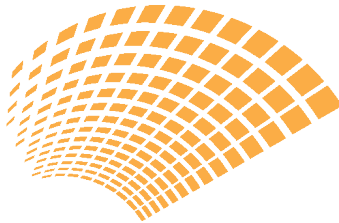
Alpine Waste will receive use of Red Rocks Amphitheatre, Denver Coliseum, Denver Performing Arts Complex and Sculpture Park name and marks for co-branded promotions, marketing collateral and media.

EXHIBIT D

Marks



**DENVER  
PERFORMING  
ARTS COMPLEX**



**EXHIBIT E**

**ARTS & VENUES DENVER  
VENUE SPONSORSHIP POLICY**

Updated December 11, 2017

The relationships between Arts & Venues Denver (A&V), our event clients and our venue sponsors involve commitments of significant value. While A&V encourages event organizers to utilize our facilities and secure sponsorships, we must also ensure that the benefits events offer to potential event sponsors fit within the constraints of our corporate sponsorship program and current contractual obligations. This policy outlines A&V's process to work through event and venue sponsor conflicts and allows for effective communication and transparency with our clients and our corporate sponsors.

If you have any questions regarding the terms below, please contact A&V Marketing & Communications Department.

- 1) Event organizers will use reasonable efforts to submit event sponsors on-site benefits (e.g. banners, flags, tents, etc.) to A&V Marketing & Communications Department prior to signing an A&V venue booking agreement and at least sixty (60) days prior to the event date. A&V will review the information within seven (7) business days of receipt and will provide the event with notice of conflicts to existing A&V venue sponsorship agreements.
- 2) A&V reserves the right to limit event sponsorships activation in the following protected and exclusive venue sponsorship categories:

**SPONSORSHIP CATEGORIES**

- Airline
- Automotive
- Beer/Malt Beverages
- Non-Alcoholic Beverages
- Energy Drink
- Natural Spring Water and Bottled Water
- Spirits/Liquor
- Spirits/Wine
- Food Service Product Marketing Partner
- Waste and Recycling

**CURRENT SPONSORS**

- Southwest Airlines
- Chrysler (Jeep)
- MillerCoors and New Belgium Brewing
- Coca-Cola
- Red Bull
- Eldorado and Dasani
- Stranahan's and Pernod Ricard
- Treasury Wine Estates
- Eco-Products
- Alpine Waste

- 3) If event organizers wish to secure an event sponsor that falls within one of A&V's protected categories listed above, the event organizer will provide first right of refusal to A&V's venue partner for such a sponsorship. If the venue partner does not wish to participate, the event organizer must work within the approved footprint provided by A&V. At no time will conflicting, contracted venue signage or promotions be covered up or removed for public events.
- 4) To maintain the integrity of A&V's corporate sponsorship program, the sampling of products that compete with A&V sponsor products will not be allowed at the Venues, unless approved by the A&V Marketing & Communications Department. Concessions may be possible for private functions, not open to the public, and will be evaluated by the A&V on a case-by-case basis. Event sponsors who wish to sample products may do so only within the footprint of the event and during event times. Event sponsors may only distribute sample-sized items. Sample sizes for liquid beverages must be four (4) ounces or smaller and poured into a serving cup. Sample sizes for non-beverage items must be two (2) ounces or smaller. For avoidance of doubt, no event organizer shall have the right to sell products that compete with A&V sponsor products or to otherwise distribute products that compete with A&V sponsor products (other than the sampling rights set forth in this Section 4) at such event in the sponsorship categories listed above excluding alcoholic beverages. Except as otherwise stated

in this sponsorship policy, the terms and conditions (including the exclusivity provisions) of the Sponsorship Agreement shall remain in full force and effect before, during and after any such event.

- 5) Sponsorship displays and sales locations that are agreed to without approval from A&V may be removed after either written or oral notice (to be confirmed in writing) to the event organizer.
- 6) Under no circumstances will existing or permanent venue sponsor signage be covered or removed.
- 7) Event sponsor third party associations or pass throughs are not permitted.

Sponsors shall not exercise sponsorship rights and benefits: for or in furtherance of any illegal purpose; in conflict with any applicable law, ordinance, rule, regulation, or executive order of any governmental authority; or in violation of this policy or other policies or rules and regulations of Arts & Venues.

#### A&V Marketing Department Contacts

Brian Kitts  
Director of Marketing & Communications  
Brian.kitts@denvergov.org  
720-865-4229

Or

Andrew Lindley  
Corporate Partnerships Development Manager  
Andrew.Lindley@denvergov.org  
720-865-4325





# EXHIBIT F

ALPI-13

OP ID: FP

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/18

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 <b>THE MAHONEY GROUP - MESA</b> 1835 South Extension Road Mesa, AZ 85210-5942 David J. Lewis	Phone: 480-730-4920 Fax: 480-730-4929	CONTACT NAME: <b>Patty Gename</b> PHONE (A/C, No, Ext): <b>480-214-2741</b> E-MAIL ADDRESS: <b>pgename@mahoneygroup.com</b> FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : <b>Admiral Insurance Co.</b></td> <td><b>24856</b></td> </tr> <tr> <td>INSURER B : <b>Cincinnati Indemnity Company</b></td> <td><b>23280</b></td> </tr> <tr> <td>INSURER C :</td> <td></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 : <b>Admiral Insurance Co.</b>	<b>24856</b>	INSURER B : <b>Cincinnati Indemnity Company</b>	<b>23280</b>	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
INSURED <b>Alpine Disposal, Inc et al</b> <b>Alpine Waste &amp; Recycling</b> 7373 Washington Street Denver, CO 80229															

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

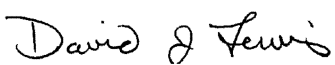
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		FEIEIL1079701	11/01/15	11/01/18	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> Pollution \$ <b>1,000,000</b>
	B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		EBA0461166	11/01/17	11/01/18
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			FEIEXS1079805	11/01/17	11/01/18	EACH OCCURRENCE \$ <b>10,000,000</b> AGGREGATE \$ <b>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						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Equipment Floater			EBA0461166	11/01/17	11/01/18	Equip <b>93,295</b> Ded <b>1,000</b>

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

Certificate holder is included as an additional insured if required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

C-----  <b>City and County of Denver</b> <b>Arts &amp; Venues</b> <b>144 W Colfax Ave.</b> <b>Denver, CO 80202</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 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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PRODUCER: CCIG, 5660 Greenwood Plaza Blvd, Suite 500, Greenwood Village, CO 80111. CONTACT NAME: Virginia Shaw, PHONE: (720) 330-7903, FAX: (303) 799-0156, E-MAIL ADDRESS: GinnyS@thinkccig.com. INSURER(S) AFFORDING COVERAGE: Pinnacol Assurance, NAIC #: 41190.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, a Waiver of Subrogation in favor of the City and County of Denver applies to Workers' Compensation.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City and County of Denver, Director, Arts and Venues Division, 1345 Champa Street, 3rd Floor, Denver, CO 80204. 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: [Signature]

NCCI #: WC000313B  
Policy #: 4024287

Alpine Disposal Inc  
dba Alpine Waste Recycling  
7373 Washington St.  
Denver, CO 80229

CCIG  
5660 Greenwood Plaza Blvd  
Suite 500  
Greenwood Village, CO 80111  
(303) 799-0110

**ENDORSEMENT: Blanket Waiver of Subrogation**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: October 1, 2017 Expires on: October 1, 2018  
Pinnacol Assurance has issued this endorsement September 7, 2017

# EXHIBIT G



**DENVER**  
THE MILE HIGH CITY

## Prevailing Wage

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

201 W. Colfax, Department 412

Denver, CO 80202

p: 720.913.5751

f: 720.913.5720

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

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

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

DATE: Wednesday, March 14, 2018

SUBJECT: Latest Change to Prevailing Wage Schedules

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

The effective date for this publication will be **Friday, March 2, 2018** and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** in accordance with the Denver Revised Municipal Code, Section 20-76(c).

General Wage Decision No. CO180012  
Superseded General Decision No. CO20170012  
Modification No. 4  
Publication Date: 03/02/2018  
(7 pages)

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

Attachments as listed above.

General Decision Number: CO180012 03/02/2018 CO12

Superseded General Decision Number: CO20170012

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	02/02/2018
3	02/09/2018
4	03/02/2018

ASBE0028-001 07/01/2017

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

BRCO0007-004 01/01/2018

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

	Rates	Fringes
BRICKLAYER.....	\$ 27.98	8.53

BRCO0007-006 05/01/2017

EL PASO AND PUEBLO COUNTIES

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

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ELEC0012-004 01/01/2018

PUEBLO COUNTY

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

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ELEC0068-001 01/01/2018

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.70	15.07

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ELEC0111-001 09/01/2017

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

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ELEC0113-002 01/01/2018

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 31.00	15.48

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ELEC0969-002 06/01/2015

MESA COUNTY

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

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

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

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

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\* IRON0024-003 11/01/2017

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

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LABO0086-001 05/01/2009

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

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PLUM0003-005 06/01/2017

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

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

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PLUM0058-002 07/01/2017

EL PASO COUNTY

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

-----  
PLUM0058-008 07/01/2017

PUEBLO COUNTY

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

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

MESA COUNTY

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

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PLUM0208-004 06/01/2016

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

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62
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SHEE0009-002 07/01/2017		
	Rates	Fringes
Sheet metal worker.....	\$ 33.26	16.61
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TEAM0455-002 07/01/2017		
	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 20.91	4.22
Tandem/Semi and Water.....	\$ 21.54	4.22
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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 rates**  
**(Specific to the Denver Projects)**  
**(Supp #74, Date: 02-03-2012)**

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

- **Ironworker – Ornamental**

- Heavy Ornamental is not combined with Ironworker Structural
- Install pedestrian and ornamental railings on bridges
- Install metal hand rails
- Install wrought iron fences, whether they are welded together or bolted together

- **Laborer**
  - **Group 1** –Erosion Control, Dowel Bars; Fence Erectors; Gabion Basket and Reno mattresses; Signaling, Metal Mesh; Stake Caser; Traffic Control Devices; Tie Bars and Chairs in Concrete; Paving; Waterproofing Concrete; Air, Gas, Hydraulic Tools and Electrical Tool Operators; Barco Hammers; Cutting Torches; drill; diamond and core drills; Core, diamond, air track including but not limited to; Joy, Mustang, PR-143, 220 Gardner-Denver, Hydrosonic, and water blaster operator; Chuck Tender; Electric hammers; Jackhammers; Hydraulic Jacks; Tampers; Air Tampers; Automatic Concrete Power Curbing Machines; Concrete Processing Material; Concrete Tender; Operators of concrete saws on pavement (other than gangsaws); Power operated Concrete Buggies; Hot Asphalt Labor; Asphalt Curb Machines; Paving Breakers; Transverse Concrete Conveyor Operator; Cofferdams; Boxtenders; Caisson 8' to 12'; Caisson Over 12'; Jackhammer Operators in Caissons over 12'; Labor applicable to Pipe coating or Wrapping; Pipe Wrappers, Plant and Yard; Relining Pipe; Hydroliner (a plastic may be used to waterproof); Pipelayer on Underground Bores; Sewer, Water, Gas, Oil Conduit; Enamalers on Pipe, inside and out, Mechanical Grouters; Monitors; Jeep Holiday Detector Men; Pump Operators; Rakers; Vibrators; Hydro- broom, Mixer Man; Gunnite Nozzlemen; Shotcrete Operator; and chain saws, gas and electric; Sand Blaster; Licensed Powdermen; Powdermen and Blaster; Siphons; Signalmen; Dumpman/spotter; Grade Checker.
  - **Group 2** - Plug and galleys in dams; Scalars; any work on or off Bridges 40' above the ground performed by Laborers working from a Bos'n Chair, Swing Stage, Life Belt, or Block and Tackle as a safety requirement.
- **Laborer - Asbestos**
  - Abatement of asbestos or remediation of hazardous materials inside or outside of a building
  - Asbestos Workers and Insulators do not perform abatement or remediation work
- **Laborer - Tunnel**
  - **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, Gunniting and Sand Blasting; Tenders, core and Diamond Drills; Pot Tenders
  - **Group 5** - Collapsible Form Movers and Setters; Miners; Machine Men and Bit Grinders; Nippers; Powdermen and Blasters; Reinforcing Steel Setters; Timbermen (steel or wood tunnel support, including the placement of sheeting when required); and all Cutting and Welding that is incidental to the Miner's work; Tunnel Liner Plate Setters; Vibrator Men, Internal and External; Unloading, stopping and starting of Moran Agitator Cars; Diamond and Core Drill Operators; Shotcrete operator; Gunnite Nozzlemen; Sand Blaster; Pump Concrete Placement Men.
- **Power Equipment Operator (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
- **Power Equipment Operator**

NOTE: Any equipment listed below being used in tunnel work, below or above ground shall be paid no less than \$2.00 per hour above the listed wage rates.

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

- **Group 2** - Conveyor, handling **building** materials, ditch witch and similar trenching machine, haulage motor man, pugmill, portable screening plant with or without a spray bar, screening plants, with classifier.
  - **Group 3** - Asphalt screed, asphalt plant, backfiller, bituminous spreader or laydown machine; cableway signalman, caisson drill, William MF, similar or larger; C.M.I. and similar, concrete batching plants, concrete finish machine, concrete gang saw on concrete paving, concrete mixer, less than 1 yd., concrete placement pumps, under 8 inches, distributors, bituminous surfaces dozer, drill, diamond or core, drill rigs, rotary, churn, or cable tool, elevating graders, elevator operator, equipment, lubricating and service engineer, grout machine, gunnite machine, hoist, 1 drum, horizontal directional drill operator, sandblasting machine, single unit portable crusher, with or without washer, tie tamper, wheel mounted, tractor, 70 hp and over with or without attachments, trenching machine operator, winch on truck.
  - **Group 4** - Cable operated power shovels, draglines, articulated truck operator, clamshells, and backhoes, 5 cubic yards and under, concrete mixer over 1 cubic yard, concrete paver 34E or similar, concrete placement pumps, 8 inches and over, grade checker, hoist, 2 drums, hydraulic backhoe, 3/4 yds and over, loader, over 6 cubic yards, mechanic, mixer mobile, multiple unit portable crusher, with or without washer; pile driver, tractor with side boom, roto- mill and similar, welder.
  - **Group 5** - Cable operated power shovels, draglines, clamshells and backhoes over 5 cubic yards, caisson drill Watson 2500 similar or larger, hoist 3 drum or more, mechanic – welder (heavy-duty).
  - **Group 6** - Cableway, derrick, quad nine push unit, wheel excavator, belt or elevating loader
  - **Group 7** - tower cranes all types
- **Truck Driver**
    - **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
- Trade classification workers cannot be classified as common laborers for performing incidental cleanup from the installation of their craft. Common Laborers perform final cleanup of the entire jobsite.
  - Go to <http://www.denvergov.org/Auditor> to view the Prevailing Wage Clarification Document for a list of complete classifications used.