

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES 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, whose business address is 800 Capitol St Ste 3000, Houston, TX 77002 (the “Contractor”), jointly “the Parties”.

RECITALS:

WHEREAS, the City through its Denver Arts and Venues Department (“**DAV**”) owns and operates certain public entertainment venues, specifically the Quigg Newton Denver Municipal Auditorium “**Ellie Caulkins Opera House**,” the Buell Theatre, Boettcher Concert Hall, Garner Galleria Theater, Limelight Supper Club, and all areas between these structures (sometimes referred to collectively as the “**Denver Performing Arts Complex**”), along with McNichols Civic Center Building, Denver Coliseum, the Red Rocks Park and Amphitheatre, and Sculpture Park (collectively, the “**City Venues**”); and

WHEREAS, DAV wishes to align with Denver’s Climate Action, Resiliency and Sustainability (CASR) goals, including the solid waste target of diverting 50% of solid waste by 2027; and

WHEREAS, the Contractor shall align with DAV’s and CASR’s goals and create a solutions-based approach to divert as much material from each City Venues site and the related landfills.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under this Agreement with the Executive Director of Denver Arts & Venues (“Executive Director”) or the Executive Director’s Designee.

2. **SERVICES TO BE PERFORMED:**

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

b. Contractor is ready, willing, and able to provide the on-call services required by this 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 this Agreement and in accordance with the terms of this Agreement.

d. Description of Services and Waste Materials:

- (1)** Waste Management of Colorado, Inc. (the “Contractor”) shall provide collection of solid waste, recycling and compost collection generated at the DAV locations listed herein. The City represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous solid waste, compost, and fiber and non-fiber recyclables (“Recyclable Materials”) generated by the City at its DAV Service location(s) and listed herein. Waste Materials includes “Special Waste”, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which the City shall complete a Special Waste Profile sheet to be approved by Contractor in writing. Waste Materials excludes, and the City agrees not to deposit or permit the deposit for collection of (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Contractor pursuant to this Agreement), (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving the City’s Waste Materials, or (v) Special Waste not approved in writing by Contractor (collectively, "Excluded Materials"). Title to

and liability for Excluded Materials shall remain with the City at all times. Title to the City's Waste Materials is transferred to Contractor/WM upon Contractor/WM's receipt or collection unless otherwise provided in this Agreement or applicable law.

- (2) The City understands that Hazardous/Excluded Waste Materials are not within the Scope of Work/Requirements under this RFP Agreement, and will be solely responsible for all costs associated with managing such materials. Any Hazardous/ Excluded Waste Materials must be disposed of in accordance with all federal, state and local applicable laws and regulations by license personnel.

3. BACKGROUND CHECKS ON CONTRACTOR'S EMPLOYEES:

Contractor is responsible for completing background checks on any employee who will be engaged with the City under this Agreement in accordance with Executive Order 135. The Contractor shall have performed criminal background checks, financial/credit checks, and educational background checks for all employees at least six months prior to being engaged on City work. The Contractor shall certify that there are no misdemeanor or felony convictions for any employee working with various departments of the City. At the City's discretion, the Contractor shall affirm that it has performed the background check and submit its affirmation to the City. If the Contractor falsely represents the contents of any affirmation or background check it shall be grounds for immediate termination of this Agreement.

4. PAVEMENT DAMAGE/EQUIPMENT. All equipment furnished by Contractor shall remain its property; however, the City shall have care, custody and responsibility for the equipment and shall be liable for all loss or damage to the equipment and for its contents while at the service location(s). The City shall not overload, overfill, move or alter the equipment or allow a third party to do so, and shall use it only for its intended purpose. At the termination of this Agreement, Contractor's equipment shall be in the condition in which it was provided, except for its normal wear and tear during the term of the contract. The City shall provide safe and unobstructed access to the equipment on the scheduled collection day. The City warrants that its property(ies) is sufficient to bear the weight of Contractor's equipment and vehicles and agrees that Contractor shall not be responsible for any damage to the City's pavement or any other surface resulting from the equipment or Services, unless caused by any negligent act or willful misconduct

or omission by Contractor, its employees, affiliates or agents during normal business operations. Upon termination of this Agreement, Contractor shall have up to seven (7) days to remove any equipment from the City's service location(s) after the effective date of the termination.

5. TERM: This Agreement will commence on **December 15, 2025**, and will expire on **December 14, 2030** (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Executive Director.

6. COMPENSATION AND PAYMENT:

a. Pricing/Fee Schedule: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the line item amounts set forth in **Exhibit B**. Amounts billed may not exceed the line-items set forth in **Exhibit B**.

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

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

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$850,000.00)** (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 the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under this 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 this Agreement. The City does not by this Agreement

irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7. 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.

8. TERMINATION:

a. The City and Contractor shall have the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other party. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Executive Director, provided Contractor has an opportunity to cure such unsatisfactory services after a receipt of written demand thereof within a specific time.

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

c. Upon termination of this 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 this Agreement.

d. If this 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 this 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".

9. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

10. 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 this Agreement constitutes a waiver of any other breach.

11. INSURANCE:

a. General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to

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

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

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

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

e. Workers' Compensation and Employer's Liability Insurance: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily

injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

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

g. Business Automobile Liability: Contractor shall maintain Automobile Liability 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.

12. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

13. DEFENSE AND INDEMNIFICATION:

a. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the 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. The 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. The 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. The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such

Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

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

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

14. TAXES, CHARGES AND PENALTIES: 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 this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

15. 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 this Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor, or assign.

16. INUREMENT: The rights and obligations of the Parties to this 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 this Agreement.

17. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this 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 this Agreement is an incidental beneficiary only.

18. 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.

19. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this 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.

20. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in this 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 this 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 this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

21. NOTICES: All notices required by the terms of this 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 the Contractor at the address first above written,;

With a copy of any such notice to:

Waste Management of Colorado, Inc.,
8000 Capital Street Suite 3000
Huston, Texas 77002

and if to the City at:

Executive Director of Denver Arts & Venues or Designee
1345 Champa St.
Denver, CO 80204

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.

22. DISPUTES: All disputes between the City and the Contractor arising out of or regarding this 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.

23. GOVERNING LAW; VENUE: This 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 this 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 this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

24. NO DISCRIMINATION IN EMPLOYMENT:
In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital

status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

25. COMPLIANCE WITH ALL LAWS: The 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. PREVAILING WAGE:

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

b. Date bid or request for qualifications/proposals was advertised: August 15, 2025

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

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

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

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

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

27. LEGAL AUTHORITY: The 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 this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

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

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

30. INTELLECTUAL PROPERTY RIGHTS: The City and the 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.

31. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this 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.

32. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to this Agreement or to services performed pursuant to this 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 this 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.

33. CONFIDENTIAL INFORMATION:

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

digital or electronic format. Notwithstanding the foregoing, unless otherwise stated, the City understands that the Statement of Work/Requirements for Services provided by the Contractor hereunder contemplate the collection, hauling, and disposal of solid waste, recyclables and compost of the City's Waste Materials, and such Services do not include any handling and/or destruction of the City's Confidential or Proprietary Information or Proprietary Data. As such, Contractor, its employees, affiliates, agents or all others operating on its behalf will not be responsible for disclosure of the City, its affiliates, agents, employees, administration offices, contractors, suppliers, customers or any third party's Confidential or Proprietary Information or Proprietary Data contained in materials collected by Contractor, its employees, affiliates or agents during normal business operations. The City, its affiliates, agents, employees, administration offices, contractors, suppliers, customer and any third party shall be responsible to shred or otherwise destroy all its Confidential or Proprietary Information or Proprietary Data documents designated for and provided to Contractor for disposal. The City is responsible to communicate such relevant information to all its affiliates, agents, employees, administration offices, contractors, suppliers, customers, suppliers or any third party at the City's Service location(s) to shred and/or otherwise destroy all documents designated "Confidential or Proprietary" or "Proprietary Data" Information dispose of in waste and/or recycling bins/containers/compactors, etc., that is provided to Contractor for disposal.

34. CITY EXECUTION OF AGREEMENT: This 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.

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

36. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The 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.

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

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

List of Exhibits

Exhibit A – Scope of Work.

Exhibit B – Pricing Schedule.

Exhibit C – Certificate of Insurance.

Exhibit D – Prevailing Wage

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[SIGNATURE PAGES FOLLOW.]

Contract Control Number:
Contractor Name:

THTRS-202581275-00
WASTE MANAGEMENT OF COLORADO, INC.

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

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

REGISTERED AND COUNTERSIGNED:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202581275-00
WASTE MANAGEMENT OF COLORADO, INC.

By:

DocuSigned by:

Vince Stibley

BF6B595A48C6496...

Name:

Vince Stibley

(please print)

Title:

Market Sales Manager

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Exhibit A Scope of Work

Scope of Work: Solid Waste Hauling Contract Denver Arts & Venues, City and County of Denver

Overview:

Denver Arts and Venues' (DAV) contractor to provide waste hauling and recycling services for the Denver Performing Arts Complex, Red Rocks Amphitheatre, Denver Coliseum, McNichols Civic Building, and Sculpture Park. DAV venues have fluctuating hours and seasons, so 24/7/365 operating schedule is necessary.

Facilities:

Denver Performing Arts Complex
1400 Curtis Street
Denver, CO 80204

Red Rocks Amphitheatre
18300 W Alameda Pkwy
Morrison, CO 80465

Denver Coliseum
4600 N Humboldt St
Denver, CO 80216

McNichols Civic Building
144 W Colfax Ave
Denver, CO 80202

Sculpture Park
1736 Speer Blvd
Denver, CO 80204

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. Venue pick-up times will be mutually agreed upon by Contractor and Arts and Venues, and pickup times will vary due to event activities. 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, and it is expected that Contractor will be able to provide service Monday through Sunday, 52 weeks per year.

3. Comingled or 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 (Tetra-Paks). Contractor will ensure that all materials collected are recycled. 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.
4. Contractor shall submit a monthly waste and recycling report to the Arts & Venues Sustainability Administrator. The report shall contain weights for each waste stream from each pickup location. Report should be delivered within 2 weeks of the previous months' end.
5. Contractor and A&V will work together to ensure minimal contamination in the recyclable materials. Signage, graphics, labels and other communication materials may be requested in an effort to inform and educate patrons and staff.
6. Arts & Venues has onsite waste sorting operations, therefore contamination should be nominal. Should a recycling load be rejected due to contamination, it is expected that the driver shall document /photograph the issue and the vendor shall alert the Sustainability Administrator as soon as possible.
7. Contractor will assist in keeping collection sites clean and orderly.
8. Comprehensive waste audits shall be requested at least once for all locations during the contract term. Contractor is expected to facilitate the study, coordinate material collection, and provide a detailed audit report of materials being collected in each waste stream, including percentages of materials and contamination issues. Observations and data shall be supported by pictures.

Venue-Specific Information:

Denver Arts Complex:

Existing equipment: Currently this site has 2 Vertipaks (one front-load, one rear-load) as well as a 30-ft landfill compactor.

Additional equipment needs: Additional roll-off containers will be needed for special events.

Hauling schedule: Solid waste is collected twice a week. Recycling is collected twice a week (Monday and Thursday); three times a week during busy seasons.

Red Rocks:

Existing equipment: 30yd compactor for solid waste, 30yd compactor for recycling, and 30yd compactor for compost.

Additional equipment needs: none

Hauling schedule: Flexible scheduling is required. During the concert season, pickups may be required up to 6 days a week, including Sundays. Early AM pickup time (4am) is preferred.

Additional notes/preferences: Consistent driver assignments would aide with reliability and efficiency. Next-day pickups may be requested in order to keep up with volume.

Denver Coliseum:

Existing equipment: 30yd solid waste gable-top roll off, 30 yd recycling gable-top roll off, and 30 yd compost gable-top.

Additional equipment needs: Additional roll-offs may be requested as needed.

Hauling schedule: Flexible scheduling is required. The Coliseum is busiest in January, at which point daily services may be required. Other months may be weekly or on-call pickups only.

McNichols:

Existing equipment: 3yd solid waste dumpster and 3yd recycling

Additional equipment needs: Additional roll- offs may be required for special events.

Hauling schedule: once per week for trash and recycling

Additional notes/preferences: Early pickups would be ideal. The dumpsters are staged in a small parking lot, which fills up quickly during business hours.

Sculpture Park:

Existing equipment: none. Sculpture Park is used for special events in the warmer months only.

Additional equipment needs: Additional roll-offs will be requested prior to scheduled events.

Hauling schedule: on-call

Additional preferences: Timing is critical. Roll-off delivery and collection must fall within specific windows of time to coordinate with other staging activities.

Pricing and Contract Terms:

Pricing Structure:

- Detailed pricing for each service (landfill, recycling) should be provided.
- Pricing should include costs for regular hauls, special event hauls, and additional roll-off containers.
- Any additional fees or surcharges (e.g., fuel surcharges, environmental fees) should be clearly outlined.

Contract Duration:

- The contract term should be specified, with options for renewal.
- Terms for early termination or contract modifications should be included.

Payment Terms:

- Payment schedule (e.g., monthly, quarterly) should be specified.
- Accepted payment methods and any applicable late payment penalties should be outlined.

Service Level Agreements (SLAs):

- SLAs should detail the expected response times for regular and special event pickups.
- Penalties for missed pickups or service failures should be included.

Compliance, Insurance, and Liability:

- Haulers must comply with all local, state, and federal regulations.

- Haulers must carry adequate insurance coverage, including general liability and workers' compensation.
- Proof of insurance should be provided upon request.

Sponsorship Opportunities:

Sponsorship opportunities will be explored with the awarded vendor to promote their business as a partner with Denver Arts and Venues.

Recycling Services:

SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) et	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 – empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green	Magazines, glossy inserts and pamphlets

Non-Recyclables include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons	Aseptic Containers

Delivery Specifications:

Contained materials may not have more than 10% Non-Recyclables or any Excluded Materials. Carts or bins with more than 10% Non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. **“Excluded Materials”** means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulate under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances. Contractor reserves the right, upon thirty (30) days’ advance written notice to the City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value. Contractor will provide documentation to the City to evidence the information above.

Exhibit B Pricing Schedule

Service Location: Regular Hauls	Service Cost: Landfill	Service Cost: Recycle		Total Cost
Arts Complex	\$551/month	\$437/month	\$	\$
Red Rocks	\$403.75/haul	\$460.75/haul	\$	\$
Denver Coliseum	\$327.75/haul	\$346.75/haul	\$	\$
McNichols Civic Center Building	\$80.75/month	\$85.50/month	\$	\$
Loretto Heights Theatre *Fall 2027*	\$ unknown	\$ unknown	\$	\$
Total				\$
Additional Service Charges				
Special Event Collection				\$427.50/haul
Additional Roll Off Rentals				\$427.50/haul
Other				\$
-				\$
-				\$
-				\$
Total				\$
Additional Fees				
Fuel Surcharges				\$ none
Environmental Fees				\$ none
Other				\$
-				\$
-				\$
-				\$
Total				\$
GRAND TOTAL				\$
VENDOR NAME:	Waste Management of Colorado, Inc.			



CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY)

9/11/2025

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

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

PRODUCER Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538 TXClientSrvUT@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED 1300436 WASTE MANAGEMENT HOLDINGS AND ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF COLORADO, INC. 7780 E. 96TH AVENUE HENDERSON CO 80640	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A: Indemnity Insurance Co of North America</td><td>43575</td></tr> <tr> <td colspan="2">INSURER B: ACE American Insurance Company</td><td>22667</td></tr> <tr> <td colspan="2">INSURER C: ACE Fire Underwriters Insurance Company</td><td>20702</td></tr> <tr> <td colspan="2">INSURER D: ACE Property and Casualty Insurance Company</td><td>20699</td></tr> <tr> <td colspan="2">INSURER E:</td><td></td></tr> <tr> <td colspan="2">INSURER F:</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Indemnity Insurance Co of North America		43575	INSURER B: ACE American Insurance Company		22667	INSURER C: ACE Fire Underwriters Insurance Company		20702	INSURER D: ACE Property and Casualty Insurance Company		20699	INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER: 22375905

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<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 CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	HDO G48900793	1/1/2025	1/1/2026	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 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H1082235A	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XEU 27929242 010	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C72629668 (AOS) WLR C72629620 (AZ,CA & MA) SCF C7262970A (WI)	1/1/2025 1/1/2025 1/1/2025	1/1/2026 1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822269	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. ADDITIONAL INSURED IN FAVOR OF THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF ALL ADDITIONAL INSURED ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

22375905

 THE CITY AND COUNTY OF DENVER
 1345 CHAMPA ST
 DENVER CO 80204

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

City and County of Denver



TIMOTHY M. O'BRIEN, CPA
AUDITOR

201 West Colfax Avenue, #705 • Denver, Colorado 80202
(720) 913-5000 • Fax (720) 913-5253 • denvergov.org/auditor

2025 Heavy General Wage Decision

TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Luis Osorio Jimenez, Prevailing Wage Administrator
DATE: August 21, 2025
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be, **Wednesday, August 20, 2025**, and applies to the City and County of Denver for **HEAVY CONSTRUCTION PROJECTS** (does not include residential construction consisting of single-family homes and apartments up to and including 4 stories) in accordance with the Denver Revised Municipal Code, § 20-76(c).

General Wage Decision No. CO 20250002

Superseded General Decision No. CO 20240002

Modification No. 7

Publication Date: 8/20/2025

(6 pages)

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

Attachments as listed above.

In accordance to the amendment of Section 20-76, Division 3, Article IV, Chapter 20 of the Denver Revised Municipal Code enacted on Aug 21st, 2023, the Prevailing Wage Administrator is authorized to approve and adjust all Davis Bacon classifications under \$18.81 to comply with the city's minimum wage.

General Decision Number: CO20250002 08/15/2025

Superseded General Decision Number: CO20240002

State: Colorado

Construction Type: Heavy

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

HEAVY CONSTRUCTION PROJECTS

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

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 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 2025.

If the contract was awarded on or between January 1, 2015, and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least \$18.81 per hour (or the applicable wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

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

MODIFICATION NUMBER	PUBLICATION DATE
0	01/03/2025
1	03/14/2025
2	03/28/2025
3	05/16/2025
4	07/15/2025
6	08/12/2025
7	08/20/2025

ASBE0028-001 07/01/2024	RATES	FRINGES
ASBESTOS WORKER/INSULATOR (INCLUDES APPLICATION OF ALL INSULATING MATERIALS, PROTECTIVE COVERINGS,	\$36.98	\$16.47

COATINGS AND FINISHINGS TO ALL TYPES OF MECHANICAL SYSTEMS)**BRCO0007-004 01/01/2024****BRICKLAYER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, AND WELD COUNTIES)****RATES**

\$42.37

FRINGES

\$12.86

BRCO0007-006 05/01/2024**BRICKLAYER (INCLUDES EL PASO AND PUEBLO COUNTIES)****RATES**

\$32.93

FRINGES

\$14.29

ELEC0012-011 09/01/2024**ELECTRICIAN (INCLUDES PUEBLO COUNTY)****RATES**

\$33.55

FRINGES

\$15.71

ELEC0068-001 06/01/2025**ELECTRICIAN (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER, AND WELD COUNTIES)****RATES**

\$46.80

FRINGES

\$19.53

ELEC0111-001 03/01/2025**LINE CONSTRUCTION****RATES****FRINGES****LINE CONSTRUCTION/GROUNDMAN**

\$26.09

16.75%+7.80

LINE EQUIPMENT OPERATOR / LINE TRUCK CREW

\$42.16

16.75%+7.80

LINEMAN GAS FITTER/WELDER

\$58.53

16.75%+7.80

ELEC0111-007 01/01/2025**ELECTRICIAN (INCLUDES MESA COUNTY)****RATES**

\$31.75

FRINGES

\$13.25

ELEC0113-002 06/01/2025**ELECTRICIAN (INCLUDES EL PASO COUNTY)****RATES**

\$38.20

FRINGES

\$18.10

ENGI0009-001 05/01/2024	RATES	FRINGES
POWER EQUIPMENT OPERATORS		
BLADE: FINISH	\$34.58	\$15.20
BLADE: ROUGH	\$34.05	\$15.20
BULLDOZER	\$34.05	\$15.20
CRANES: 50 TONS AND UNDER	\$34.77	\$15.20
CRANES: 51 TO 90 TONS	\$35.07	\$15.20
CRANES: 91 TO 140 TONS	\$36.27	\$15.20
CRANES: 141 TONS AND OVER	\$38.63	\$15.20
FORKLIFT	\$34.58	\$15.20
MECHANIC	\$35.58	\$15.20
OILER	\$34.14	\$15.20
SCRAPER: SINGLE BOWL UNDER 40 CUBIC YARDS	\$35.20	\$15.20
SCRAPER: SINGLE BOWL, INCLUDING PUPS 40 CUBIC YARDS AND OVER AND TANDEM BOWLS	\$35.41	\$15.20
TRACKHOE	\$35.20	\$15.20
IRON0024-003 11/01/2024	RATES	FRINGES
IRONWORKER, STRUCTURAL	\$39.21	\$23.49
IRON 00847 11/01/2024	RATES	FRINGES
IRONWORKER, REINFORCING	\$55.25	\$3.65
LABO0086-001 05/01/2009	RATES	FRINGES
LABORERS: PIPELAYER	\$18.81	\$6.78
PLUM0003-005 06/01/2024	RATES	FRINGES
PLUMBER (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$50.68	\$20.15
PLUM0058-002 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES EL PASO COUNTY)	\$45.90	\$17.17
PLUM0058-008 07/01/2024	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES PUEBLO COUNTY)	\$45.90	\$17.17
PLUM0145-002 07/01/2025	RATES	FRINGES
PLUMBERS AND PIPEFITTERS (INCLUDES MESA COUNTY)	\$38.67	\$15.08

PLUM0208-004 06/01/2024	RATES	FRINGES
PIPEFITTERS (INCLUDES ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES)	\$46.01	\$22.43

SHEE0009-002 07/01/2024	RATES	FRINGES
SHEET METAL WORKER	\$39.47	\$21.83

TEAM0455-002 05/01/2025	RATES	FRINGES
TRUCK DRIVERS: PICKUP	\$26.96	\$4.87
TRUCK DRIVERS: TANDEM/SEMI AND WATER	\$27.59	\$4.87

SUCO2001-006 12/20/2001	RATES	FRINGES
BOILERMAKER	\$18.81	\$**
CARPENTERS: FORM BUILDING AND SETTING	\$19.64	\$2.74
CARPENTERS: ALL OTHER WORK	\$18.91	\$3.37
CEMENT MASON/CONCRETE FINISHER	\$18.83	\$2.85
IRONWORKER, REINFORCING	\$18.81	\$3.90
LABORERS: COMMON	\$19.81	\$2.92
LABORERS: FLAGGER	\$18.81	\$3.80
LABORERS: LANDSCAPE	\$20.81	\$3.21
PAINTERS: BRUSH, ROLLER & SPRAY	\$18.81	\$3.26
POWER EQUIPMENT OPERATORS: BACKHOE	\$19.81	\$2.48
POWER EQUIPMENT OPERATORS: FRONT END LOADER	\$20.81	\$3.23
POWER EQUIPMENT OPERATORS: SKID LOADER	\$18.81	\$4.41

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

Office of the Prevailing Wage Administrator for Supplemental Rates

Specific to Denver projects: Revision Date 05-20-2025

Classification		Base	Fringe
Laborer	Group 1	\$18.81	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Janitor)	Janitor/Yardmen	\$18.81	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.81	\$8.30
	Group 2	\$18.81	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
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	\$18.81	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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