

CONTRACT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **5280 WASTE SOLUTIONS, LLC**, a Colorado limited liability company, whose address is 7010 Broadway Suite 106, Denver, CO 80221 (the “Contractor”), jointly (“the Parties”).

The parties agree as follows:

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

Various City departments will use the services provided under this Agreement (“Client Agency”). The Contractor shall fully coordinate the scheduling and other details of Trash Services with the contact person for the Client Agency listed in **Exhibit A** and contract administration matters with the designated buyer in the Division of Purchasing.

2. SERVICES TO BE PERFORMED:

a. 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. 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 this Agreement and in accordance with the terms of this Agreement.

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

e. The Contractor shall provide Trash Services at various City facilities. 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. The Contractor acknowledges that pursuant to Executive Order 115 (including Memorandum 115A), which is 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 this Agreement, the Contractor shall dispose of all dedicated loads of unrecycled or un-composted waste, such as compactor and roll-offs, at DADS.

j. The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Waste No More Ordinance, currently Chapter 48, Article X ("Recycling and Organize Material Diversion"), D.R.M.C.

k. All vehicles and equipment used by or on behalf of the Contractor under this 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 this Agreement.

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

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

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

3. **TERM:** This Agreement will commence on December 1, 2023, and will expire on at 11:59:59 p.m. on November 30, 2026 (the “Term”). The Term may be extended by the City under the same terms and conditions by a written amendment to this Agreement for up to two (2) additional one (1) year terms. 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.

4. **COMPENSATION AND PAYMENT:**

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

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under this Agreement. All of the Contractor’s expenses are contained in the rates 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 **SEVEN MILLION DOLLARS (\$7,000,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by 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.

5. 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 Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate this 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 this Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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, 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 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".

7. 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 the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The 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 this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require the parties to make disclosures in violation of state or federal privacy laws. The parties shall at all times comply with D.R.M.C. 20-276.

8. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of 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.

9. INSURANCE:

a. General Conditions: The 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. The Contractor shall keep the required insurance coverage in force at all times during the term of this 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 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, the 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. The 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: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The 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 the 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, Contractors Pollution Liability, Environmental Legal Liability, and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

e. Subcontractors and Subconsultants: All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. The Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Auto Liability insurance of \$1,000,000 combined single limit, statutory Workers' Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing

design or engineering work. The Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the City.

f. Worker's Compensation and Employers Liability Insurance: The 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.

g. Commercial General Liability: The 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.

h. Business Automobile Liability: The 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. If transporting wastes, hazardous material, or regulated substances, the 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: The Contractor shall maintain minimum 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 claims-made coverage:

(i) 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.

(2) The 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.

10. DEFENSE AND INDEMNIFICATION:

a. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the 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 the City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including the City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

b. The Contractor’s duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the 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 the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the 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.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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, and if to the City at:

Executive Director of General Services or Designee
Department of General Services
201 W. Colfax Ave., Dept. 1110
Denver, Colorado 80202

With a copy of any such notice to:

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

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom

notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. 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.

20. 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).

21. 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.

22. PREVAILING WAGE:

a. The 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, the 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. A copy of the

applicable prevailing wage rate schedule is attached as **Exhibit D** and incorporated herein by reference.

Date bid or request for qualifications/proposals was advertised: September 14, 2023

If contract opportunity was not advertised, date of written encumbrance: N/A.

b. Prevailing wage and fringe rates will adjust on, and only on, the anniversary of the actual date of bid or proposal issuance, if applicable. Unless expressly provided for in this Contract, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits.

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

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

e. The 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.

f. If the Contractor fails to pay workers as required by the Prevailing Wage Ordinance, the 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 the Contractor fails to pay required wages and fringe benefits.

23. 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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this 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 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: GENRL-202370877-00
Contractor Name: 5280 WASTE SOLUTIONS LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

GENRL-202370877-00
5280 WASTE SOLUTIONS LLC

By:  _____
E8BA767950AC434...

Name: Art Mejia
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

EXHIBIT A: SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

A.1 SCOPE OF WORK/ REQUIREMENTS

The City is contracting with the Contractor for pick-up and disposal of City trash (refuse) from various City facilities as well as trash removal for dumpsters and 55-gallon trash barrels located at specific parks for Denver Mountain Parks.

City trash from Roll Offs and Compactors is to be transported to the Denver Arapahoe Disposal Site or DADS, located at 3500 S. Gun Club Road, Aurora, CO 80018, with the exception of Parks and Recreation – Mountain Parks, which may be transported and disposed of in an approved landfill or waste transfer station such as Foothills site off Highway 93, the Englewood transfer station, or other approved location by Mountain Parks.

Denver Mountain Park properties are in challenging terrain in a variety of settings. The locations are listed in Section A.1.h. The majority of the cans and dumpsters are located in Jefferson County with the exception of Echo Lake in Clear Creek County and Daniels Park in Douglas County. The location of each park can be found in Google map by pasting the latitude and longitude into the search field. **Please note, contractors may allow subcontractors, as needed, to service all locations contained within scope of work.**

Waste No More Ordinance:

In November of 2022, Denver residents voted in favor of the Waste No More Ordinance ballot initiative which requires covered entities to provide universal access to trash (refuse), recycling, and composting services for tenants and employees, and for those covered entities to maintain a hauling/disposal service agreement for all three material streams. City facilities are covered under this new ordinance and are therefore, required to comply.

Each container designated or used for collection and disposal of materials to a state-recognized landfill shall be prominently marked "Landfill Trash" in English and Spanish, or picture-only and in compliance with the rules adopted by the Department of Transportation and Infrastructure

The responsible party for an affected premise shall notify the department in writing if the party terminates a contract with a provider. A responsible party shall submit the notice required by this section to the department in accordance with rules adopted by the Department of Transportation and Infrastructure.

At the time of solicitation, the City has compiled a list of facilities currently receiving trash collection service. Over the course of the contract term, new facilities or increase of service requests may be added. Again, please note, contractors may allow subcontractors, as needed, to service all locations listed in this section.

Locations and Service Parameters (subject to update/change)

a) Department of Transportation and Infrastructure: Wastewater

Client Agency Contact: Guillermo Lopez – 303-446-3818

City-Owned Custom 30-yard Dewatering Box

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

EXHIBIT A

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

The average weight per pick-up is ten (10) tons but may vary depending upon the contents. The schedule for Trash Services is approximately three (3) times per week. (Monday, Wednesday, and Friday being the preferred days). Clean by power washing (3) times per week. Wastewater generated by power washing is not allowed to reach or drain to storm water drains or bodies of water, e.g. lakes, rivers, streams, or dry creek beds. Water must be collected and disposed of in an approved sanitary drain or if using only water (no detergents), bermed to prevent runoff and allowed to evaporate. Vendor should check with facility to confirm location of nearest sanitary drain prior to power washing the dumpster.

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

b) Denver Sheriff Department:

The following facilities/buildings are managed by the Denver Sheriff's Department.

I. Denver County Jail – 10500 Smith Road

Client Agency Contact: Deputy Jose Castro – 720-913-3721

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

- **Front load service—8 yard**

Provide and service four (4) each eight-yard front load Dumpsters. Monday - Saturday (no services on Sundays).

- **Dumpster—6-yard**

Provide and service one (1) each six-yard dumpster, 6 days a week, Monday - Saturday (no services on Sundays).

- **Compactors—City Owned**

Service is to be provided for two (2) City-owned 30-yard compactors twice a week. One is serviced Monday and Thursday and the second on an as needed basis or upon request by the agency. Steam clean power wash as requested. Wastewater generated by power washing is not allowed to reach or drain to storm water drains or bodies of water, e.g. lakes, rivers, streams, or dry creek beds. Water must be collected and disposed of in an approved sanitary drain or if using only water (no detergents), bermed to prevent runoff and allowed to evaporate. Vendor should check with facility to confirm location of nearest sanitary drain prior to power washing the compactors.

II. Vehicle Impound Facility – 5160 York St.

Client Agency Contact: Zoe Ray – 720-865-0475

Provide and service one (1) 30-yard roll off dumpster.

Service scheduled as requested by agency.

c) General Services: Facilities Management (GSFM)

The following facilities/buildings are managed by the City's General Services Facilities Management. All trash services provided will be under GSFM purview and are subject to their oversight. Primary Contact: Russel Vander Kooy – 720-417-9366. Secondary Contact: Nicole Bayer – 720-667-8090.

EXHIBIT A

I. **Trash Compactor at 1200 Federal—Dept. of Human Services (DHS) – Castro Building**

Client Agency Contact: General Services Facilities Superintendent – 720-944-1406

The City requires the rental, hauling and maintenance of a 25-cubic yard compactor.

Specifications for the vendor provided Compactor

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

Specification for Installation

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

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

Service as requested by agency.

II. **Police Administration Building Basement (1331 Cherokee St)**

Client Agency Contact: General Services Facilities Superintendent – 720-865-7532

Dumpster Service - Provide and service four (4) each 3-yard trash dumpsters at the basement of the Police Administration Building, 1331 Cherokee Street. The successful Vendor will be required to provide dumpsters. Schedule of service is to be Monday, Wednesday and Friday.

Two (2) 3-yard dumpster for recycle materials. Service is required weekly on Monday.

III. **Van Cise – Simonet Detention Center 490 W. Colfax Ave.**

Client Agency Contact: General Services Facilities Superintendent – 720-337-0728

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

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

Client Agency Contact: General Services Facilities Superintendent – 720-913-0790

One City-owned 30-yard Compactor for which service is required on an as-needed basis – approximately every 1 to 2 weeks. Clean by power washing as requested. This compactor is located off 15th Street. Wastewater generated by power washing is not allowed to reach or drain to storm water drains or bodies of water, e.g. lakes, rivers, streams, or dry creek beds. Water must be collected and disposed of in an approved sanitary drain or if using only water (no detergents), bermed to prevent runoff and allowed to evaporate. Vendor should check with facility to confirm location of nearest sanitary drain prior to power

EXHIBIT A

washing the compactor.

Two vendor owned 8-yard cardboard-only dumpsters.
Service required Tuesday, Wednesday and Thursday.

V. The Minoru Yasui Plaza - 303 W. Colfax Ave.

Client Agency Contact: General Services Facilities Superintendent – 720-913-0790

Rental and service of three (3) 3-Yard Dumpsters
Service is required Monday, Wednesday and Friday

VI. Family Crisis Center - 2929 West 10th Ave.

Client Agency Contact: General Services Facilities Superintendent -720-944-1406

Rental and service of two (2) 3-Yard Dumpsters.
Service is required daily, Monday through Saturday

VII. Denver Human Services – East Side 3815 Steele Street

Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and service of two (2) 3-Yard Dumpsters
Service is required twice weekly on Monday and Thursday

VIII. Combined Communications Center - 950 Josephine Street

Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and service of one (1) 6-Yard Dumpster.
Dumpster serviced twice weekly (days of week will be communicated to Contractor).

IX. Police District #1 - 1311 West 46th Ave.

Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and service of two (2) 3-Yard Dumpsters
Dumpsters serviced three times weekly, on Mondays, Wednesdays, and Fridays

X. Police District #2 - 3921 Holly Street

Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and service of one (1) 8-Yard Dumpster
Dumpster serviced twice weekly on Tuesdays and Fridays

XI. Police District #6 - 1566 Washington Street

Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and service of two (2) 6-Yard Dumpsters
Dumpsters serviced twice weekly, Tuesdays and Thursdays

XII. Arie P. Taylor Building - 4685 Peoria Street

Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and service of one (1) 8-Yard Dumpster
Dumpster serviced once time weekly, on Tuesdays and Thursdays

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- XIII. Technology Services - 10 Galapago Street**
Client Agency Contact: General Services Facilities Superintendent – 720-944-1406

Rental and service of two (2) 3-Yard Dumpster

Dumpsters serviced 5 times weekly (days of week will be communicated to Contractor)
- XIV. 911 Communications Center – 12025 E. 45th Avenue**
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental of two (2) 3-yard dumpsters. Serviced twice weekly (days of week will be communicated to Contractor)
- XV. Elati House - 1370 Elati Street**
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of one (1) 3-yard dumpster
Serviced once per week (days of week will be communicated to Contractor)
- XVI. Tooley Hall – 4280 Kearney Street**
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of one (1) 6-yard dumpster
Serviced once per week on Tuesday
- XVII. Public Defenders Office – 710 W. Colfax Avenue**
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of one (1) 6-yard dumpster
Serviced once per week on Friday
- XVIII. Men’s Shelter – 4600 E. 48th Avenue**
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of two (2) 6-yard dumpsters
Serviced six times per week, Monday-Saturday
- XIX. Women’s Shelter – 4330 E. 48th Avenue**
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of two (2) 6-yard dumpsters
Serviced six times per week, Monday-Saturday
- XX. Rose Andom Center – 1330 Fox Street**
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045
Rental and Service of one (1) 3-yard dumpster
Serviced once per week (day of week will be communicated to Contractor)
- XXI. National Western Building – 5125 Race Court**
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of one (1) 6-yard dumpster
Serviced once per week (day of week will be communicated to Contractor)

EXHIBIT A

XXII. Youth Empowerment Center – 1240 W. Bayaud Avenue
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of one (1) 3-yard dumpster
Serviced once per week (day of week will be communicated to Contractor)

XXIII. Denver Human Services on the Platte -405 South Platte River Drive
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of one (1) 6-yard dumpster
Serviced once per week (day of week will be communicated to Contractor)

XXIV. Mounted Patrol – 4350 S. Pierce Street
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of one (1) 3-yard dumpster
Serviced once per week (day of week will be communicated to Contractor)

XXV. Fire Academy – 5440 Roslyn Street
Client Agency Contact: General Services Facilities Superintendent – 720-865-4045

Rental and Service of one (1) 30 yard roll off
Serviced as requested by the agency

d) Arts & Venues:

i. Champa Building – 1245 Champa St
Client Agency Contact: Todd Medley – 720-865-4558

Rental and service of one (1) 6-yard dumpster.
Service twice weekly (days of the week will be communicated to Contractor)

e) Denver Public Library:

i. Denver Central Public Library – 10 W 14th Ave Pkwy
Client Agency Contact: Kevin Delohery – 720-865-1151

Rental and service of one (1) 30-yard compactor.
Serviced as requested.

Rental and service of one (1) 30-yard roll off.
Serviced as requested

f) Denver Parks and Recreation Maintenance Division:

i. Parks Maintenance Facility - 4495 N. Jason St.
Client Agency Contact: Jolene Cabazos –
720-865-0360

Rental and Service of (1) 30-yard roll off.
Roll-off serviced as requested by agency.

Rental and Service of one (1) 3-yard dumpster for metal recycling.
Dumpster serviced 2 times weekly, Mon & Tue.

EXHIBIT A

II. Parks Maintenance Facility – 678 S. Jason St.

Client Agency Contact: Beth Laschober –
720-865-6973

Rental and Service of (1) 30-yard roll off.
Roll-off serviced as requested by the agency.

III. Parks Maintenance Facility – 3400 Arkins Ct.

Client Agency Contact: Matteaux Padilla – 720-
661-8364

Rental and Service of one (1) 30-yard roll off.
Roll-off to be serviced as requested by the agency.

IV. Parks Maintenance Facility – 945 S. Huron St.

Client Agency Contact: Brittany Rivera – 720-
913-0642

Rental and Service of one (1) 30-yard roll off.
Roll-off to be serviced as requested by the agency.

g) Denver Parks and Recreation Operations Division:

Client Agency Contact: Ali Moore – 303-726-5983

I. City Park – 2001 Steele St.

Rental and Service of one (1) 20 yard roll off
Service once per week during summer on Friday, once every other Friday during winter

II. Congress Park – 2601 E. 9th Ave.

Rental and Service of one (1) 20 yard roll off
Service once per week on Friday

III. Crestmoor Park – 99 S. Monaco

Rental and Service of one (1) 20 yard roll off
Service once per week during summer on Friday, once every other Friday during winter

IV. Yale – 10300 E. Yale Ave.

Rental and Service of one (1) 20 yard roll off
Service once per week during summer on Friday, once every other Friday during winter

V. Smith Road – 10450 Smith Rd.

Rental and Service of one (1) 20 yard roll off
Service twice per week on Monday and Friday

VI. Central Park – 9140 E. 33rd Ave.

Rental and Service of one (1) 15 yard roll off
Service once per week on Tuesday

VII. Lowry – 8540 E. Lowry Blvd.

Rental and Service of one (1) 15 yard roll off
Service every other Tuesday

VIII. Veterans – 2100 E. Iowa Ave.

Rental and Service of one (1) 20 yard roll off
Service once per week during summer on Friday, once every other Friday during winter

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- IX. **Ruby Hill -1505 W. Jewell Ave.**
Rental and Service of one (1) 20 yard roll off
Service once per week on Friday
 - X. **Barnum – 360 Grove St.**
Rental and Service of one (1) 20 yard roll off
Service once per week on Friday
 - XI. **Kenyon -4800 W. Kenyon Ave.**
Rental and Service of one (1) 20 yard roll off
Service once per week during summer on Tuesday, first Tuesday of each month during winter
 - XII. **Sloans Lake – 5053 W. 17th Ave.**
Rental and Service of one (1) 20 yard roll off
Service twice per week during summer on Monday and Friday, once per week during winter on Friday
 - XIII. **Berkeley – 4601 W. 46th Ave.**
Rental and Service of one (1) 15 yard roll off
Service twice per week during summer on Monday and Friday, once per week during winter on Friday
 - XIV. **Park Avenue – 3375 Park Ave.**
Rental and Service of three (3) 20 yard roll off
Service three times per week during summer on Monday, Thursday, and Saturday, once per week during winter on Friday.
 - XV. **Greenhouse – 2500 E. 23rd Ave.**
Rental and Service of one (1) 20 yard roll off
Service once per week on Friday
- h) Denver Parks and Recreation Operations – Golf**
Client Agency Contact: Pamela Smith – 720-865-0455
- I. **Aqua Golf – 501 W Florida Ave**
Rental and Service of one (1) 3-yard dumpster.
Service once per week (day of week will be communicated to Contractor)
 - II. **City Park Maintenance – 3201 E. 23rd Ave**
Rental and Service of four (4) 6-yard dumpsters
Service twice per week May-October, once per week November-April
 - III. **Evergreen Maintenance -29614 Upper Bear Creek Rd., Evergreen**
Rental and Service of one (1) 4-yard dumpster
Service once per week (day of week will be communicated to Contractor)
 - IV. **Kennedy Maintenance – 3398 S. Havana St.**
Rental and Service of one (1) 8-yard dumpster
Service twice per week (day of week will be communicated to Contractor)
 - V. **Kennedy Pro Shop – 10500 E. Hampden Ave.**
Rental and Service of one (1) 8-yard dumpster
Service once per week (day of week will be communicated to Contractor)
 - VI. **Overland Maintenance – 1801 S. Huron St.**
Rental and Service of one (1) 8 yard dumpster
Service twice per week (day of week will be communicated to Contractor)

EXHIBIT A

VII. Wellshire Maintenance – 3333 S. Colorado Blvd.

Rental and Service of one (1) 8-yard dumpster
Service twice per week (day of week will be communicated to Contractor)

VIII. Wellshire Pro Shop – 3333 S. Colorado Blvd.

Rental and Service of one (1) 8-yard dumpster
Service twice per week (day of week will be communicated to Contractor)

IX. Willis Case Maintenance – 4999 Vrain St.

Rental and service of one (1) 8-yard dumpster
Service twice per week (day of week will be communicated to Contractor)

i) Parks and Recreation Mountain Parks Division:

Client Agency Contact: Michael McCown – 303-880-7562

Dumpsters					
Park	Qty	Size	Latitude	Longitude	County
Genesee Basecamp	1	3-yard	39.711502	-105.303627	Jefferson
Corwina	1	3-yard	39.66	-105.2802	Jefferson
Echo Lake	2	3-yard	39.6592	-105.6012	Clear Creek
Dedisse	1	3-yard	39.6322	-105.3341	Jefferson
Genesee	2	3-yard	39.6916	-105.4197	Jefferson
Chief Hosa Campground	3	3-yard	39.71138	-105.313954	Jefferson
Katherine Craig	1	3-yard	39.7117	-105.2879	Jefferson
Patrick House	1	3-yard	39.710761	-105.30333	Jefferson
Lookout Mountain	2	3-yard	39.7332	-105.2418	Jefferson
Newton	4	3-yard	39.5122	-105.2973	Jefferson
O'Fallon	4	3-yard	39.6462	-105.2880	Jefferson
Daniels	2	3-yard	39.4833	-104.9284	Douglas
Bergen P&R	1	3-yard	39.690225	-105.362215	Jefferson
Morrison (trash)	1	3-yard	39.652797	-105.199521	Jefferson
Echo Lake Lodge	2	3-yard	39.6592	-105.6012	Clear Creek
Morrison (recycle)	1	3-yard	39.652797	105.199521	Jefferson
Chief Hosa Lodge (trash)	2	3-yard	39.711297	105.313252	Jefferson
Chief Hosa Lodge (recycle)	1	3-yard	39.711297	105.313252	Jefferson
Barrels					
Park	Cans	Size	Latitude	Longitude	County
Corwina	2	55-gallon	39.65998442	-105.28019	Jefferson
Bergen Park	2	55-gallon	39.690225	105.362215	Jefferson
Daniels	7	55-gallon	39.4833	-104.9284	Douglas
Dedisse	2	55-gallon	39.63218659	-105.3341497	Jefferson
Fillius	1	55-gallon	39.6961	-105.3524	Jefferson
Genesee	7	55-gallon	39.69158937	-105.4196845	Jefferson
Little Park	2	55-gallon	39.6566	-105.2471	Jefferson
Lookout Mountain	2	55-gallon	39.7332	-105.2418	Jefferson
O'Fallon	3	55-gallon	39.64620756	-105.288018	Jefferson
Red Rocks	6	55-gallon	39.6659	-105.2056	Jefferson
Morrison Park	1	55-gallon	39.652797	-105.199521	Clear Creek

Turkey Creek	2	55-gallon	39.5934	-105.2240	Jefferson
Roll-offs					
Park	Cans	Size	Latitude	Longitude	County
Denver Mtn. Parks HQ	1	30-yard	39.652797	-105.19952	Jefferson
Daniels Park	1	30-yard	39.4833	-104.9284	Douglas
Patrick House	1	30-yard	39.710761	-105.30333	Jefferson

Desired Trash Removal Services:

1. Pick up of trash from cans and dumpsters and transportation and disposal of trash in an approved landfill or waste transfer station.
2. Additional pick-ups for dumpsters: For each dumpster listed, the contractor will provide one additional pick-up per year and should figure this into the overall pricing structure. The contractor will provide additional trash service at the per yard rate if additional dumpsters are added. This may require an amendment to the agreement if additional services are needed or a reduction at different location to balance out costs.
3. The successful contractor will provide 3-yard bear resistant dumpsters. The trash barrels will be provided by Denver Mountain Parks. Pricing should be based on rear loading 3-yard dumpsters but 4–8-yard dumpsters may be substituted where front loader access is available at the same per yard price.
4. The successful contractor will provide 55-gallon bags at a minimum.
5. Trash service is to meet or exceed normal service levels provided to residential and commercial customers. The successful contractor is responsible for a minimal amount of trash escapes to the environment. If possible, the vendor is asked to pick up trash that is located within a 30-foot radius of the dumpster or can.

If there is an obvious problem with litter, the vendor shall notify the City's contract administrator or their designee within 24 hours of observation so that the City can remediate the problem.

Access Issues:

The vendor shall provide vehicles that are appropriate to the location that the dumpsters and or cans are located. If there are specific issues to cans or dumpsters, the vendor shall inform the contract manager or their designee of any access issues and make suggestions for the City to consider about improving the situation.

All locations are accessible by a rear loading type garbage truck.

Bear Resistant Dumpsters:

The City is requesting that the vendor provide Bear Resistant Dumpsters for some areas in need of servicing. Vendors must include in their proposal literature or documentation regarding their proposed container. The City reserves the right to ask for a demonstration of the container. The proposed container must work with the vendor's removal system.

Pricing:

In the Pricing section, Exhibit B, the Contractor shall provide a monthly cost for each listed dumpster and barrel size and for each frequency of service. These monthly costs may be adjusted to align with the Annual Pricing Updates. The pricing will be applied uniformly at all City locations, including any services or locations that are added after the contract is executed. No additional charges and/or fees shall be billed to the city. Non-billable fees include but are not limited to fuel charges, trip fees, administration fees, overage fees, inactivity fees, and energy surcharges.

EXHIBIT A

In the pricing section, the Contractor must also provide a fixed per haul cost for each listed compactor, roll-off dumpster, and dewatering box. As applicable, a fixed per cleaning cost and a fixed monthly rental cost must be provided. (The Wastewater Management dewatering box and some compactors are owned by the City.)

Annual Pricing Updates:

Pricing is firm and fixed for the initial year of the contract term and will apply to any services or locations that are added after the contract is executed. No additional charges or fees of any kind are allowed. At the request of the contractor, the costs for services may be adjusted to reflect an increase of up to 3.5% in all subsequent contract years including any term extensions. Pricing updates must be based upon documented contractor's price increases and must be verifiable. Pricing updates shall be adjusted based upon the increase in the Consumer Price Index. Pricing update requests must be received by the City three (3) months prior to the contract anniversary date to review the pricing update request for approval.

Addition of Locations, Services, and/or Modification of Service Levels:

During the course of this contract, there may be a need to add facilities, services, and/or modify existing service levels to the contract. When locations or services are added, Contractors must provide a quote to the requesting City agency that conforms with the fixed pricing listed in the Pricing section. The requesting agency is required to submit a Facility and Service Addition or Modification Form (Attachment A) request form to the General Services Contracts Office. The form will include the following information.

1. Name and address of facility
2. Requesting agency
3. Facility Manager/Agency Point of Contact (Name & Phone Number)
4. Type of Service requested
5. Service Frequency
6. Price per Contract terms

All facility or service additions require the signature of the Executive Director of General Services or the Executive Director's designee. After the Facility and Service Addition or Modification Form is approved, a Notice to Proceed letter will be sent to the Contractor. When a service modification must be made in an emergency situation, the Notice to Proceed letter will be sent after the fact.

The Facility/Service form may also be used to record service reductions or service cessation. Cessation of service at any facility will also require the approval of the Executive Director of General Services or the Executive Director's designee, as will reductions in service at any facilities.

A requesting agency may add a locking lid to any size dumpster or roll-off for a flat monthly rate. This flat monthly rate will cover the cost of the locking lid and the servicing of the dumpster or roll off.

A.2 VENDOR PERFORMANCE MANAGEMENT:

Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the City facilities designated. The Executive Director of General Services or their authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Executive Director of General Services or their authorized representative, performance becomes unsatisfactory, the City shall notify the contractor.

The contractor will be required to correct any specific instances of unsatisfactory performance within the timeframe specified in a Notice of Deficiency issued by the Executive Director of General Services. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the contractor. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

EXHIBIT A

Contractor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. The term “employee” for the purpose of this requirement, includes anyone who is providing services for the City under this Contract. Background checks are to be conducted through an independent background check vendor and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

Because of the sensitive nature of the work locations proposed within this solicitation, the City shall automatically disqualify from employment under this contract persons with felony convictions. Alternatively, the City may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to grant permission where an employee’s prior conviction would otherwise preclude their participation under the contract.

All Contractor employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor’s employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor’s background check process, to ensure compliance with City standards, at any time.

In addition to the foregoing background check, certain City locations require employees to pass a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The following locations require NCIC background checks:

- All Police Facilities
- All DSD Facilities
- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- Denver Human Services

All work to be completed under this on-call contract will require that each person working on-site at a Denver Police Facility, City Attorney, Denver 911, Denver DA, and all other secure facilities within the City and County of Denver that has CJIS information, including all sub-contractors, to have completed CJIS Security Awareness Training. The CJIS Security Policy written and maintained by the Federal Bureau of Investigation is the standard by which all criminal justice agencies nationwide must protect the sensitive data they possess and share with authorized entities. The policy outlines requirements such as personnel security, training, encryption, physical security, media protection, access control, construction, and more. The CBI CJIS Vendor Management Program is designed to help vendors and criminal justice agencies achieve and maintain compliance more easily by providing an easier fingerprinting/vetting process, assisting with the required training, sharing

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audit findings, and offering resources for questions about CJIS security.

All Denver Law Enforcement is now requiring that the Federal CJIS background check be completed to work at any site connected to law enforcement for the City and County of Denver.

- 1) Please go to the CBI Vendor Management [website](#) or <https://cbi.colorado.gov/sections/cjis-security/cjis-vendor-management-program>

Please click on the CJIS Support Vendor link in the left-hand navigation pane. Click on the Individual tabs to learn about the program and how to apply.

- 2) You will be applying to be part of the CBI Vendor Management program. To apply for this, you will need documentation that states that you are contracted to do work with one of the Safety Agencies for the City and County of Denver.
- 3) Once you have this document, you will need to submit the following:
 - a. an application to create a fingerprint account;
 - b. the Vendor Agreement;
 - c. the above referenced contractual document with one of the Safety agencies for the City and County of Denver
 - d. an IRS form W-9 for review. If they are approved, you will receive the code to use for fingerprinting.
- 4) Once you have completed the fingerprinting, background check and testing and are a CJIS Support Vendor, please submit the company name, listed individual names and certificates of completion of CJIS training to Agency Representative/Contact so verification can be made as well as associating your company to DPD.
- 5) Once this process is complete, projects can be scheduled and if necessary, badges will be provided for the duration of the project and then must be returned.
- 6) This background check process is good for one year in any safety facility within Colorado as long as the individual is employed with the vendor. If the individual leaves the employment of the vendor – please notify CBI. Any subsequent arrest notification on the individual would mark the vendor as ineligible for the management program
- 7) If you have concerns or questions, please contact CBI at: cdps.cjisvendors@state.co.us or call 303-239-4208.

A.4 INVOICING:

Service must be invoiced within thirty (30) days from completion of work.

Contractor must be capable of providing invoices that include the following details:

- Invoice number
- Invoice date
- Service date(s) or service period
- PO number (will be provided to contractor when assigned)
- Service location (Building name and address)
- Itemized charges, including unit of measurement
- Total charge

The net Cost Per Service quoted shall be billed for on-site time only. Separate “trip-charges”, “fuel charges” and “travel time” will not be paid for by the City.

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All requests for quotations shall be performed at no cost to the City. The pricing listed in Exhibit B includes all transportation, parking, signage, and overhead costs. No additional fees of any kind may be charged if they are not specifically allowed in the text of this contract. It is the contractor's responsibility to negotiate the inclusion of any additional charges prior to executing this agreement.

Contractor shall also provide monthly statement billing (as required).

Contractor acknowledges that any invoices submitted with additional charges or a pricing structure that does not match the pricing in Exhibit B will be rejected.

A.5 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the Contractor to any other governmental jurisdiction purchasing the same products.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

A.6 EMERGENCY PURCHASES:

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the vendor.

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the vendor.

A.7 PREVAILING WAGE:

This Contract is subject to prevailing wage. See Attachment B for the Prevailing Wage schedule.

Any Contract in the amount of two thousand dollars (\$2,000.00) or more shall be subject to the following provisions concerning prevailing wages.

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics, and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.

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- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

The Contractor and every subcontractor under this contract shall:

- a. Pay every worker, mechanic and laborer employed under this purchase order or contractual agreement not less than the scale of wages as determined by the Career Service Board under subsection © of Section 20-76 of the Revised Municipal Code.
- b. Pay all workers, mechanics, and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications.
- c. Post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- d. Furnish the Auditor each week during which work is in progress under the purchase order or contractual agreement, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers, or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor have been paid the prevailing wages as set forth in the contract specifications.

If the vendor or any subcontractor shall fail to pay such wages as are required by the purchase order or contractual agreement, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the purchase order or contractual agreement have been paid.

If any laborers, worker or mechanic employed by the vendor or any subcontractor under the purchase order or contractual

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agreement has been or is being paid a rate of wages less than the rate of wages required by the purchase order or contractual agreement to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages and, in the event of termination, may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5000.

A.8 MINIMUM WAGE ORDINANCE:

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code ("D.R.M.C."), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Contractor agrees that any contract with the City shall include a requirement that contractor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, contractor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

A.9 TERM

The Agreement will commence on the date of city signature for an initial three (3) year term. The City and the vendor may mutually agree to renew and continue this agreement for two (2) additional one (1) year terms. However, the contract shall not exceed a total of five (5) years.

A.10 ESTIMATED QUANTITIES:

Quantities listed are the City's best estimate and do not obligate the Analyst to order or accept more than City's actual requirements during the period of this contract, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the services and related materials specified in this IFB for the contract period.

A.11 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, serviced at various locations throughout the City.

Exhibit B - Pricing Matrix - 5280 Waste Solutions

City Agency	Facility Name & Location	Description	Additional Information	Days of Week	Service Type	Special Access, Access Cards, Time Limitations	Frequency	Cost per Service/Pick Up	Monthly Cost
Wastewater Mangement	Wastewater Management Division 2000 W. 3rd Avenue	CUSTOM 30-Yard Dewatering Box (City Owned)		Monday, Wednesday, Friday	Haul Only	N/A	3x per week		\$ 3,600.00
Wastewater Mangement	Wastewater Management Division 2000 W. 3rd Avenue	CUSTOM 30-Yard Dewatering Box (City Owned)	Clean by Power Washing	Day(s) of Week TBD	Cleaning Service	N/A	3x per week		\$ 1,900.00
Sheriff's Department	Denver County Jail 10500 Smith Road	8-Yard Dumpster - Front Load	4 - 8-yard front load dumpsters . No Sunday Service	Monday-Saturday	Emptied & disposal fee	Must clear through control center between 5AM and 3PM.	6x per week		\$ 2,764.00
Sheriff's Department	Denver County Jail 10500 Smith Road	6-Yard Dumpster	No Sunday service	Monday-Saturday	Emptied & disposal fee	Must clear through control center between 5AM and 3PM.	6x per week		\$ 838.00
Sheriff's Department	Denver County Jail 10500 Smith Road	30-Yard Compactor (City owned)		Monday and Thursday	Emptied & disposal fee	Must clear through control center between 5AM and 3PM.	2x per week		\$ 5,336.00
Sheriff's Department	Denver County Jail 10500 Smith Road	30-Yard Compactor (City owned)	Steam clean power washing the 30-yard compactor.	As requested by agency	Cleaning Service	Must clear through control center between 5AM and 3PM.	Cost per Service (as requested)	\$ 265.00	
Sheriff's Department	Denver Sheriff Vehicle Impound Facility 5160 York St.	30-Yard Rolloff		As requested by agency	Emptied & disposal fee	Must be escorted by staff members inside secure area. Time limitation between 7 AM and 9 AM	Cost per Service (as requested)	\$ 481.00	
General Services	Denver Human Services - Castro Building 1200 Federal Blvd.	25 cubic yard Trash Compactor Rental, Hauling & Maintenance	See Section B.1.a.3.I for specifications	Day(s) of Week TBD	Monthly Net Rental Price for Compactor (must include all required cleaning and maintenance)	Special instructions will be communicated upon award	1x per month		\$ 933.00
General Services	Denver Human Services - Castro Building 1200 Federal Blvd.		Haul to DADS	Day(s) of Week TBD	Haul Only	N/A	1x per month		\$ 300.00
General Services	Police Administration Building - Basement 1331 Cherokee Street	3-Yard Dumpster Service	Five (5) 3-yard trash dumpsters	Monday, Wednesday and Friday	Emptied & disposal fee	N/A	3x per week		\$ 900.00
General Services	Police Administration Building - Basement 1331 Cherokee Street	3-Yard Dumpster Service -Recycle		Monday	Emptied & disposal fee	N/A	1x per week		\$ 101.00
General Services	Van Cise - Simonet Detention Center Compactor 490 W. Colfax Avenue	30-Yard Compactor (City owned)	Two (2) 30-yard compactors Hydraulic ram area are to be water flushed on a quarterly basis. Stinger mechanism required on truck.	Tuesdays and Thursdays Alternating the compactor to be serviced.	Haul Only	N/A	2x per week		\$ 2,224.00
General Services	Wellington E. Webb Building 201 W. Colfax Avenue	30-Yard Compactor (City owned)		Day(s) of Week TBD	Haul Only	Dock hours are from 6AM - 5 PM	1x per week		\$ 1,112.00
General Services	Wellington E. Webb Building 201 W. Colfax Avenue	30-Yard Compactor (City owned)	Clean by Power Washing	As requested by agency	Cleaning Service	Dock hours are from 6AM - 5 PM	Cost per Service (as requested)	\$ 265.00	
General Services	Wellington E. Webb Building 201 W. Colfax Avenue	8-Yard Dumpster - Cardboard only	Two (2) cardboard-only dumpster	Tuesday, Wednesday and Thursday	Emptied & disposal fee	N/A	3x per week		\$ 500.00
General Services	Minori Yasui Plaza 303 W. Colfax Avenue	3-Yard Dumpster	Three (3) dumpsters	Monday, Wednesday and Friday	Emptied & disposal fee	N/A	3x per week		\$ 595.00
General Services	Family Crisis Center 2929 W. 10th Avenue	3-Yard Dumpster	Two (2) dumpsters	Serviced Monday-Saturday	Emptied & disposal fee	N/A	6x per week		\$ 780.00
General Services	Denver Human Services 3815 Steele St.	3-Yard Dumpster	Two (2) dumpsters	Service on Monday and Thursday	Emptied & disposal fee	N/A	2x per week		\$ 405.00
General Services	Combined Communications Center 950 Josephine St.	6-Yard Dumpster		Serviced on Tuesdays and Thursdays	Emptied & disposal fee	N/A	2x per week		\$ 305.00
General Services	Denver Police District #1 1311 W. 46th Ave.	3-Yard Dumpster	Two (2) dumpsters	Service Mondays, Wednesdays and Fridays	Emptied & disposal fee	N/A	3x per week		\$ 405.00
General Services	Denver Police District #2 3921 Holly Street	8-Yard Dumpster		Tuesdays and Fridays	Emptied & disposal fee	N/A	2x per week		\$ 346.00

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General Services	Denver Police District #6 1566 Washington Street	6-Yard Dumpster	Two (2) dumpsters	Tuesdays and Thursdays	Emptied & disposal fee	N/A	2x per week		\$ 500.00
General Services	Arie P. Taylor Building 4685 Peoria Street	8-Yard Dumpster		Tuesdays and Thursdays	Emptied & disposal fee	N/A	2x per week		\$ 346.00
General Services	Technology Services 10 Galapago Street	3-Yard Dumpster	Two (2) dumpsters	Monday -Friday	Emptied & disposal fee	N/A	5x per week		\$ 650.00
General Services	911 Communications Center 12025 E. 45th Ave.	3-Yard Dumpster	Two (2) dumpsters	Tuesdays and Thursdays	Emptied & disposal fee	N/A	2x per week		\$ 405.00
General Services	1370 Elati Street	3-Yard Dumpster		Day(s) of Week TBD	Emptied & disposal fee	N/A	1x per week		\$ 138.00
General Services	Tooley Hall 4280 Kearney Street	3-Yard Dumpster		Tuesday	Emptied & disposal fee	N/A	1x per week		\$ 138.00
General Services	Public Defenders Office 710 W. Colfax Ave.	6-Yard Dumpster		Friday	Emptied & disposal fee	N/A	1x per week		\$ 172.00
General Services	Men's Shelter 4600 E. 48th Avenue	6-Yard Dumpster	Two (2) dumpsters	Monday-Saturday	Emptied & disposal fee	N/A	6x per week		\$ 1,410.00
General Services	Women's Shelter 4330 E. 48th Avenue	6-Yard Dumpster	Two (2) dumpsters	Monday-Saturday	Emptied & disposal fee	N/A	6x per week		\$ 1,410.00
General Services	Denver Police Dept. 4350 S. Pierce Street	3-Yard Dumpster	Day of Week TBD	Day(s) of Week TBD	Emptied & disposal fee	N/A	1x per week		\$ 138.00
General Services	Denver Fire Department Fire Academy 5440 Roslyn St. Bldg F	30-Yard Rolloff		Service as requested by agency	Emptied & disposal fee	N/A	Cost per Service (as requested)		\$ 425.00
General Services	Youth Empowerment Center 1240 W. Bayaud Ave	3-Yard Dumpster		Day(s) of Week TBD	Emptied & disposal fee	N/A	1x per week		\$ 138.00
General Services	Denver Human Services of the Platte 405 South Platte River Drive	6-Yard Dumpster		Day(s) of Week TBD	Emptied & disposal fee	N/A	1x per week		\$ 172.00
Denver Police Department	DPD Academy 8895 Montview Blvd.	3 Yard Dumpster	Two (2) dumpsters	Wednesday	Emptied & disposal fee	N/A	1x per week		\$ 210.00
General Services	Rose Anodom Center 1330 Fox Street	3-Yard Dumpster	Must be locked	Day(s) of Week TBD	Emptied & disposal fee	Must be locked	1x per week		\$ 138.00
Denver Public Library	Denver Public Library 10 West 14th Avenue Parkway	30-Yard Compactor		Service as requested by agency	Emptied & disposal fee	11 ft 6 in. - dock height	Cost per Service (as requested)	\$ 667.00	
Denver Public Library	Denver Public Library 10 West 14th Avenue Parkway	30-Yard Rolloff		Service as requested by agency	Emptied & disposal fee	N/A	Cost per Service (as requested)	\$ 425.00	
Parks and Recreation -Maintenance	Parks Maintenance Facility 4495 N. Jason St.	30-Yard Rolloff		Service as requested by agency	Emptied & disposal fee	N/A	Cost per Service (as requested)	\$ 425.00	
Parks and Recreation -Maintenance	Parks Maintenance Facility 4495 N. Jason St.	3-Yard Dumpster	Metal recycle	Monday and Tuesday	Emptied & disposal fee	N/A	2x per week		\$ 278.00
Parks and Recreation - Maintenance	Parks Maintenance Facility 678 S. Jason St.	30-Yard Rolloff		Service as requested by agency	Emptied & disposal fee	N/A	Cost per Service (as requested)	\$ 425.00	
Parks and Recreation -Maintenance	Parks Maintenance Facility 3400 Arkins Ct.	30-Yard Rolloff		Service as requested by agency	Emptied & disposal fee	N/A	Cost per Service (as requested)	\$ 425.00	
Parks and Recreation -Maintenance	Parks Maintenance Facility 945 S. Huron St.	30-Yard Rolloff		Service as requested by agency	Emptied & disposal fee	N/A	Cost per Service (as requested)	\$ 425.00	
Denver Parks and Recreation - Operations	City Park 2001 Steele St.	20-Yard Rolloff		Service 1x per week during summer on Friday, once every other Friday during winter	Emptied & disposal fee	N/A	Cost per Service (as requested)	\$ 425.00	

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Denver Parks and Recreation - Operations	Congress Park 2601 E. 9th Ave	20-Yard Rolloff		Fridays	Emptied & disposal fee	N/A	1x per week		\$ 1,700.00
Denver Parks and Recreation - Operations	Crestmoor Park 99 S. Monaco	20-Yard Rolloff		Service 1x per week during summer on Friday, once every other Friday during winter	Emptied & disposal fee	N/A	Cost per Service (See Column E)	\$ 425.00	
Denver Parks and Recreation - Operations	Yale 10300 E. Yale Ave.	20-Yard Rolloff		Service 1x per week during summer on Friday, once every other Friday during winter	Emptied & disposal fee	N/A	Cost per Service (See Column E)	\$ 425.00	
Denver Parks and Recreation - Operations	Smith Road 10450 Smith Rd.	20-Yard Rolloff		Monday and Friday	Emptied & disposal fee	N/A	2x per week		\$ 3,400.00
Denver Parks and Recreation - Operations	Central Park 9140 E. 33rd Ave.	15-Yard Rolloff		Tuesdays	Emptied & disposal fee	N/A	1x per week		\$ 1,700.00
Denver Parks and Recreation - Operations	Lowry 8540 E. Lowry Blvd.	15-Yard Rolloff		Tuesdays	Emptied & disposal fee	N/A	1x per week		\$ 1,700.00
Denver Parks and Recreation - Operations	Veterans 2100 E. Iowa Ave.	20-Yard Rolloff		Service 1x per week during summer on Friday, once every other Friday during winter	Emptied & disposal fee	N/A	Cost per Service (See Column E)	\$ 425.00	
Denver Parks and Recreation - Operations	Ruby Hill 1505 W. Jewell Ave.	20-Yard Rolloff		Fridays	Emptied & disposal fee	N/A	1x per week		\$ 1,700.00
Denver Parks and Recreation - Operations	Barnum 360 Grove St.	20-Yard Rolloff		Fridays	Emptied & disposal fee	N/A	1x per week		\$ 1,700.00
Denver Parks and Recreation - Operations	Kenyon 4800 W. Kenyon Ave.	20-Yard Rolloff		Service 1x per week during summer on Tuesday, first Tuesday of each month during winter	Emptied & disposal fee	N/A	Cost per Service (See Column E)	\$ 425.00	
Denver Parks and Recreation - Operations	Sloans Lake 5053 W. 17th Ave.	20-Yard Rolloff		Service 2x per week during the summer on Monday and Friday, 1x per week during winter on Friday	Emptied & disposal fee	N/A	Cost per Service (See Column E)	\$ 425.00	
Denver Parks and Recreation - Operations	Berkeley 4601 W. 46th Ave.	15-Yard Rolloff		Service 2x per week during summer on Monday and Friday, 1x per week during winter on Friday	Emptied & disposal fee	N/A	Cost per Service (See Column E)	\$ 425.00	
Denver Parks and Recreation - Operations	Park Avenue 3375 Park Ave.	20-Yard Rolloff	Three (3) dumpsters	Service 3x per week during summer on Monday, Thursday, and Saturday, 1x per week during winter on Friday	Emptied & disposal fee	N/A	Cost per Service (See Column E)	\$ 1,275.00	
Denver Parks and Recreation - Operations	Greenhouse 2500 E. 23rd Ave.	20-Yard Rolloff		Fridays	Emptied & disposal fee	N/A	1x per week		\$ 1,700.00
Denver Parks and Recreation - Golf	City Park Maintenance 3201 E. 23rd Ave.	6-Yard Dumpster	Four (4) dumpsters	Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 1,040.00
Denver Parks and Recreation - Golf	Aqua Golf 501 W Florida Ave	3-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 138.00
Denver Parks and Recreation - Golf	Evergreen Maintenance 29614 Upper Bear Creek Rd. Evergreen	4-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 149.00
Denver Parks and Recreation - Operations	Kennedy Maintenance 3398 S. Havana St.	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 346.00
Denver Parks and Recreation - Operations	Kennedy Pro Shop 10500 E. Hampden	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 195.00
Denver Parks and Recreation - Operations	Overland Maintenance 1801 S. Huron St.	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 346.00
Denver Parks and Recreation - Operations	Wellshire Maintenance 3333 S. Colorado Blvd.	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 346.00
Denver Parks and Recreation - Operations	Wellshire Pro Shop 3333 S. Colorado Blvd.	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 346.00
Denver Parks and Recreation - Operations	Willis Case Maintenance 4999 Vrain St.	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 346.00

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Parks and Recreation- Mountain Parks	Corwina	3-Yard Dumpster	Bear resistant (5 months : May-Sept)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	165.00
Parks and Recreation- Mountain Parks	Echo Lake	3-Yard Dumpster	Two dumpsters - Bear resistant (5 months: May-Sept)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	252.00
Parks and Recreation- Mountain Parks	Dedisse	3-Yard Dumpster	Bear resistant (5 months : May-Sept)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	165.00
Parks and Recreation- Mountain Parks	Genesee	3-Yard Dumpster	Two dumpsters - Bear resistant (5 months: May-Sept)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	252.00
Parks and Recreation- Mountain Parks	Chief Hosa Campground	3-Yard Dumpster	Two dumpsters - Bear resistant (5 months: May-Sept)	Monday and Friday	Emptied & disposal fee	N/A	2x per week	\$	443.00
Parks and Recreation- Mountain Parks	Chief Hosa Lodge	3-Yard Dumpster	Two dumpsters - Bear resistant (12 months)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	252.00
Parks and Recreation- Mountain Parks	Chief Hosa Lodge (Recycle Dumpster)	2-Yard Recycle Dumpster	One Dumpster (12 months)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	94.00
Parks and Recreation- Mountain Parks	Katherine Craig	3-Yard Dumpster	Bear resistant (12 months) An additional dumpster may be added for Summer months	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	165.00
Parks and Recreation- Mountain Parks	Patrick House	3-Yard Dumpster	Bear resistant (12 months)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	165.00
Parks and Recreation- Mountain Parks	Lookout Mountain	3-Yard Dumpster	Two dumpsters - Bear resistant (12 months)	Monday and Friday	Emptied & disposal fee	N/A	2x per week	\$	225.00
Parks and Recreation- Mountain Parks	Newton	3-Yard Dumpster	Six dumpsters - Bear resistant (5 months: May-Sept)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	598.00
Parks and Recreation- Mountain Parks	O'Fallon	3-Yard Dumpster	Four dumpsters - Bear resistant (5months: May-Sept)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	425.00
Parks and Recreation- Mountain Parks	Daniels	3-Yard Dumpster	Two dumpsters - Bear resistant (12 months)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	525.00
Parks and Recreation- Mountain Parks	Bergen P&R	3-Yard Dumpster	Four dumpsters - Bear resistant (5months: May-Sept)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	425.00
Parks and Recreation- Mountain Parks	Morrison	3-Yard Dumpster	Bear resistant (12 months)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	165.00
Parks and Recreation- Mountain Parks	Corwina	96 GL barrels (City Owned)	Four Barrels (8 months: April-Nov)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	100.00
Parks and Recreation- Mountain Parks	Bergen Park	96 GL barrels (City Owned)	Two Barrels (8 months: April-Nov)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	50.00
Parks and Recreation- Mountain Parks	Daniels	96 GL barrels (City Owned)	Four Barrels - 12 months - Mondays & Thursdays	Day(s) TBD	Emptied & disposal fee	N/A	2x per week	\$	100.00
Parks and Recreation- Mountain Parks	Dedisse	96 GL barrels (City Owned)	Two Barrels (8 months: April-Nov)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	50.00
Parks and Recreation- Mountain Parks	Fillius	96 GL barrels (City Owned)	One Barrel (8 months: April-Nov)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	25.00
Parks and Recreation- Mountain Parks	Genesee	96 GL barrels (City Owned)	Seven Barrels (8 months: April-Nov)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	175.00
Parks and Recreation- Mountain Parks	Little Park	96 GL barrels (City Owned)	Two Barrels (8 months: April-Nov)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	50.00
Parks and Recreation- Mountain Parks	Lookout Mountain	96 GL barrels (City Owned)	Two Barrels (12 months)	Monday and Friday	Emptied & disposal fee	N/A	2x per week	\$	50.00

EXHIBIT B

Parks and Recreation- Mountain Parks	O'Fallon	96 GL barrels (City Owned)	Three Barrels (8 months: April-Nov)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 54.00
Parks and Recreation- Mountain Parks	Red Rocks	96 GL barrels (City Owned)	Four Barrels (12 months)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 75.00
Parks and Recreation- Mountain Parks	Morrison Park	96 GL barrels (City Owned)	One Barrel (8 months: April-Nov)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 100.00
Parks and Recreation- Mountain Parks	Turkey Creek	96 GL barrels (City Owned)	Two Barrels (8 months: April-Nov)	Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 25.00
Parks and Recreation- Mountain Parks	Denver Mountain Parks HQ	30-Yard Rolloff	One On-call Roll Off (Additional cart may be needed)	Service as requested by agency	Emptied & disposal fee	N/A	Cost per Service (as requested)	\$ 425.00	
Parks and Recreation- Mountain Parks	Daniels Park	30-Yard Rolloff	One On-call Roll Off	Service as requested by agency	Emptied & disposal fee	N/A	Cost per Service (as requested)	\$ 425.00	
Parks and Recreation- Mountain Parks	Patrick House	30-Yard Rolloff	One On-call Roll Off (Additional cart may be needed)	Service as requested by agency	Emptied & disposal fee	N/A	Cost per Service (as requested)	\$ 425.00	
Mountain Parks Locations	New Service Request	Bear-resistant Dumpsters	Extra pickups may be performed off route or off regular service days.	Service as requested by agency	Per occurrence	N/A	Cost per Service (as requested)	\$ 165.00	
Additional	New Service Request	3-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 138.00
Additional	New Service Request	3-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 245.00
Additional	New Service Request	3-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	3x per week		\$ 352.00
Additional	New Service Request	3-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	5x per week		\$ 567.00
Additional	New Service Request	3-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	7x per week		\$ 783.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 172.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 305.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	3x per week		\$ 352.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	5x per week		\$ 705.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	7x per week		\$ 838.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 172.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 225.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	3x per week		\$ 439.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	5x per week		\$ 705.00
Additional	New Service Request	6-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	7x per week		\$ 838.00
Additional	New Service Request	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	1x per week		\$ 195.00
Additional	New Service Request	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	2x per week		\$ 346.00

EXHIBIT B

Additional	New Service Request	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	3x per week	\$	496.00
Additional	New Service Request	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	5x per week	\$	798.00
Additional	New Service Request	8-Yard Dumpster		Day(s) TBD	Emptied & disposal fee	N/A	7x per week	\$	1,100.00
Additional	New Service Request	15-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	1,700.00
Additional	New Service Request	15-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	2x per week	\$	3,400.00
Additional	New Service Request	15-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	3x per week	\$	5,100.00
Additional	New Service Request	15-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	5x per week	\$	8,500.00
Additional	New Service Request	15-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	7x per week	\$	11,900.00
Additional	New Service Request	20-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	1,700.00
Additional	New Service Request	20-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	2x per week	\$	3,400.00
Additional	New Service Request	20-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	3x per week	\$	5,100.00
Additional	New Service Request	20-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	5x per week	\$	8,500.00
Additional	New Service Request	20-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	7x per week	\$	11,900.00
Additional	New Service Request	30-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	1x per week	\$	1,700.00
Additional	New Service Request	30-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	2x per week	\$	3,400.00
Additional	New Service Request	30-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	3x per week	\$	5,100.00
Additional	New Service Request	30-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	5x per week	\$	8,500.00
Additional	New Service Request	30-Yard Rolloff		Day(s) TBD	Emptied & disposal fee	N/A	7x per week	\$	11,900.00
Additional	New Service Request	Locking Lid	Per Dumpster or Rolloff (Any Size)	Day(s) TBD	Locking Lid & Service Fee	N/A	Per Month	\$	110.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2023

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 Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027	CONTACT NAME: Kathleen Fetterman PHONE (A/C, No, Ext): 615-515-6000 FAX (A/C, No): 615-515-6001 E-MAIL ADDRESS: kfetterman@com-ins.com
INSURER(S) AFFORDING COVERAGE	
INSURED 5280 Waste Solutions, LLC 7010 Broadway, Suite 106 Denver CO 80221	5280WAS-01 INSURER A: Old Republic Insurance Company NAIC # 24147 INSURER B: Lloyd's of London 15792 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1397041945**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENF0009718-01	3/15/2023	3/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			152300 1445956	3/15/2023	3/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENX0009719-01	3/15/2023	3/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	202300 1445956	3/15/2023	3/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution			ENF0009718-01	3/15/2023	3/15/2024	Each Occurrence 1,000,000 Aggregate 2,000,000

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

City and County of Denver, its elected and appointed officials, employees and volunteers are additional insured as respects general liability, auto, and pollution when required by a written contract with the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver
 Department of General Services
 201 W. Colfax Avenue, Dept. 1110
 Denver CO 80202

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

AUTHORIZED REPRESENTATIVE

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TO: All Users of the City and County of Denver Prevailing Wage Schedules
FROM: Alex Marvin, Classification and Compensation Analyst Staff
DATE: August 25, 2023
SUBJECT: Latest Change to Prevailing Wage Schedules

The effective date for this publication will be **Friday, August 04, 2023**, 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. CO20230002
Superseded General Decision No. CO20220002
Modification No. 8
Publication Date: 8/04/2023
(9 pages)

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

Attachments as listed above.

***Career Service Board approved to adjust all Davis Bacon classifications under \$17.29 to comply with the city's minimum wage. The effective date is January 1, 2023. See page 10 for reference.**

Office of Human Resources
201 W. Colfax Ave. Dept. 412 | Denver, CO 80202
p: 720.913.5751 | f: 720.913.5720
www.denvergov.org/humanresources

Exhibit D

"General Decision Number: CO20230002 08/04/2023

Superseded General Decision Number: CO20220002

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)(2)-(60).

<p> 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: </p>	<p> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage</p>
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Exhibit D

| determination, if it is
| higher) for all hours
| spent performing on the
| contract in 2023.

|
| If the contract was awarded on | Executive Order 13658
| or between January 1, 2015 and | generally applies to the
| January 29, 2022, and the | contract.
| contract is not renewed or | . The contractor must pay
| all | covered workers at least
| extended on or after January | \$12.15 per hour (or the
| 30, 2022: | applicable wage rate
| listed | on this wage
| determination, | if it is higher) for all
| hours spent performing on
| that contract in 2023.

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/24/2023
2	04/07/2023
3	05/12/2023
4	06/02/2023
5	07/07/2023
6	07/14/2023
7	07/21/2023
8	08/04/2023

ASBE0028-001 03/01/2022

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	15.47

BRCO0007-004 01/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	10.86

BRCO0007-006 05/01/2023

EL PASO AND PUEBLO COUNTIES

Exhibit D

	Rates	Fringes
BRICKLAYER.....	\$ 31.89	13.70

 * ELEC0012-011 06/01/2023

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 30.40	14.41

 ELEC0068-001 06/01/2023

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

	Rates	Fringes
ELECTRICIAN.....	\$ 43.20	18.38

 ELEC0111-001 09/01/2022

	Rates	Fringes
Line Construction:		
Groundman.....	\$ 23.89	21.25%+7.35
Line Equipment Operator.....	\$ 38.61	21.25%+7.35
Lineman and Welder.....	\$ 53.61	24.25%+7.35

 ELEC0113-002 06/01/2023

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.70	17.52

Exhibit D

ELEC0969-002 06/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 25.20	10.06

ENGI0009-001 05/01/2023

	Rates	Fringes
Power equipment operators:		
Blade: Finish.....	\$ 34.58	14.25
Blade: Rough.....	\$ 34.05	14.25
Bulldozer.....	\$ 34.05	14.25
Cranes: 50 tons and under..	\$ 34.77	14.25
Cranes: 51 to 90 tons.....	\$ 35.07	14.25
Cranes: 91 to 140 tons.....	\$ 36.27	14.25
Cranes: 141 tons and over...	\$ 38.63	14.25
Forklift.....	\$ 33.62	14.25
Mechanic.....	\$ 34.58	14.25
Oiler.....	\$ 33.19	14.25
Scraper: Single bowl under 40 cubic yards.....	\$ 34.21	14.25
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 34.41	14.25
Trackhoe.....	\$ 34.21	14.25

IRON0024-003 05/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.24	22.84
Structural		

LABO0086-001 05/01/2009

Exhibit D

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

PLUM0003-005 06/01/2022		

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

	Rates	Fringes
PLUMBER.....	\$ 46.58	19.29

PLUM0058-002 07/01/2023		

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83

PLUM0058-008 07/01/2023		

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.90	16.83

* PLUM0145-002 07/01/2023		

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 37.57	14.93

 PLUM0208-004 06/02/2023

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

	Rates	Fringes
PIPEFITTER.....	\$ 44.56	19.72

 SHEE0009-002 07/01/2023

	Rates	Fringes
Sheet metal worker.....	\$ 38.47	20.83

 TEAM0455-002 07/01/2023

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 25.46	4.77
Tandem/Semi and Water.....	\$ 26.09	4.77

 * 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:

Exhibit D

Common.....	\$ 11.22	**	2.92
Flagger.....	\$ 8.91	**	3.80
Landscape.....	\$ 12.56	**	3.21
Painters:			
Brush, Roller & Spray.....	\$ 15.81	**	3.26
Power equipment operators:			
Backhoe.....	\$ 16.36		2.48
Front End Loader.....	\$ 17.24		3.23
Skid Loader.....	\$ 15.37	**	4.41

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

**(Specific to the Denver Projects)
(Supp #74, Revised: 01-01-2023)**

Classification		Base	Fringe
Ironworker	Ornamental	\$24.80	\$10.03
Laborer	Group 1	\$18.18	\$8.27
	Group 2	\$21.59	\$8.61
Laborer (Common)		\$17.29	\$2.92
Laborer (Flagger)		\$17.29	\$3.80
Laborer (Landscape)		\$17.29	\$3.21
Laborer (Janitor)	Janitor/Yardmen	\$17.68	\$8.22
Laborer (Asbestos)	Removal of Asbestos	\$21.03	\$8.55
Laborer (Tunnel)	Group 1	\$18.53	\$8.30
	Group 2	\$18.63	\$8.31
	Group 3	\$19.73	\$8.42
	Group 4	\$21.59	\$8.61
	Group 5	\$19.68	\$8.42
Line Construction	Lineman, Gas Fitter/Welder	\$36.88	\$9.55
	Line Eq Operator/Line Truck Crew	\$25.74	\$8.09
Millwright		\$28.00	\$10.00
Power Equipment Operator	Group 1	\$22.97	\$10.60
	Group 2	\$23.32	\$10.63
	Group 3	\$23.67	\$10.67
	Group 4	\$23.82	\$10.68
	Group 5	\$23.97	\$10.70
	Group 6	\$24.12	\$10.71
	Group 7	\$24.88	\$10.79
Power Equipment Operator (Tunnels above and below ground, shafts and raises):	Group 1	\$25.12	\$10.81
	Group 2	\$25.47	\$10.85
	Group 3	\$25.57	\$10.86
	Group 4	\$25.82	\$10.88
	Group 5	\$25.97	\$10.90
	Group 6	\$26.12	\$10.91
	Group 7	\$26.37	\$10.94
Truck Driver	Group 1	\$18.42	\$10.00
	Group 2	\$19.14	\$10.07
	Group 3	\$19.48	\$10.11
	Group 4	\$20.01	\$10.16
	Group 5	\$20.66	\$10.23
	Group 6	\$21.46	\$10.31

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